SANDY SPRINGS

GEORGIA

December 5, 2018

TO: All Prospective Offerors
FROM: John McDonough, City Manager

RE: Final Request for Proposals: RFP IS-FY19 Information Services

On November 7, 2018, the City of Sandy Springs published a Draft Request for Proposals (RFP) for Information Services. The purpose of the Draft RFP was to solicit feedback from potential Offerors on all aspects of the draft solicitation, including the requirements, terms and conditions, proposal instructions and evaluation criteria.

Based upon the feedback received from interested parties throughout the procurement process, the City is releasing the Final RFP for Information Services. Attached to this Memorandum is the Final RFP. Offerors are urged to read all documents carefully before preparing a proposal.

The Final RFP is organized as follows:

- Part I – Contract
  - Section A – Contents
  - Section B – Supplies or Services and Prices
  - Section C – Statement of Work
  - Section D – Packaging and Marking
  - Section E – Inspection and Acceptance
  - Section F – Deliveries or Performance
  - Section G – Contract Administration Data
  - Section H – Special Contract Requirements
  - Section I – Contract Clauses
  - Section J – List of Documents, Exhibits and Other Attachments
  - Section K – Representations, Certifications and Other Statements of Contractors
- Part II – Instructions and Evaluation Factors
  - Section L – Instructions, Conditions and Notices to Offerors
  - Section M – Evaluation Factors for Award

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The items contained in Part I comprise the resulting Information Services Contract. Offerors are urged to carefully review the contractor responsibilities, terms and conditions. Further, Offerors are strongly encouraged to pay close attention to Section L – Instructions, Conditions and Notices to Offerors as this section provides guidance for completing and submitting a proposal under this RFP.

The Sandy Springs City Council will serve as the Source Selection Authority for this procurement. Offerors are strongly encouraged to review and adhere to the communications guidelines outlined in Section L.6.

Potential Offerors should submit questions or comments on the Final RFP no later than 2:00 PM, EST on December 21, 2018. All questions and comments submitted by Offerors and the City's responses thereto will be posted by the close of business on January 4, 2019 on the City's procurement website at http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements.

The deadline for Offerors to submit their proposal under the Information Services RFP is January 31, 2019 at 2:00 PM, EST. Proposals must be submitted at the City of Sandy Springs City Hall located at 1 Galambos Way Sandy Springs, Georgia, 30328. For more information on proposal submission, please see Section L.5.

Thank you for your interest in providing Information Services to the City of Sandy Springs.

Sincerely,

John McDonough
City Manager

FINAL REQUEST FOR PROPOSALS

CITY OF SANDY SPRINGS
INFORMATION SERVICES
RFP # IS-FY19

SANDY SPRINGS™

GEORGIA

CONTRACT FOR SERVICES

Information Services

BY AND BETWEEN

CITY OF SANDY SPRINGS, GEORGIA

AND

_____

DATED: _____

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B.1 CONTRACT PRICES

(a) Phase-In (See Section J – Attachment 08)

(b) Base contract

CONTRACT LINE ITEM NUMBER (CLIN)	TITLE	SERVICES	TYPE	PERIOD	AMOUNT
0001	Information Services Work Package	Task Orders (TOs) will be issued for Information Services as defined in the Statement of Work (SOW) in Section C.	FPI	Base	Based on TO amounts
0002	Travel	This CLIN will be used for City approved travel (see H.2). Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed.	Cost	Base	As approved
0003	Other Direct Costs	This CLIN is for other direct costs that are incidental to the Services provided under this Contract, including but not limited to training. Other direct costs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed.	Cost	Base	As approved

(c) Option Year 1

CONTRACT LINE ITEM NUMBER (CLIN)	TITLE	SERVICES	TYPE	PERIOD	AMOUNT
1001	Information Services Work Package	Task Orders (TOs) will be issued for Information Services as defined in the Statement of Work (SOW) in Section C.	FPI	Option 1	Based on TO amounts
1002	Travel	This CLIN will be used for City approved travel (see H.2). Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed.	Cost	Base	As approved

1003	Other Direct Costs	This CLIN is for other direct costs that are incidental to the Services provided under this Contract, including but not limited to training. Other direct costs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed.	Cost	Base	As approved

(d) Option Year 2

CONTRACT LINE ITEM NUMBER (CLIN)	TITLE	SERVICES	TYPE	PERIOD	AMOUNT
2001	Information Services Work Package	Task Orders (TOs) will be issued for Information Services as defined in the Statement of Work (SOW) in Section C.	FPI	Option 2	Based on TO amounts
2002	Travel	This CLIN will be used for City approved travel (see H.2). Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed.	Cost	Option 2	As approved
2003	Other Direct Costs	This CLIN is for other direct costs that are incidental to the Services provided under this Contract, including but not limited to training. Other direct costs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed.	Cost	Option 2	As approved

(e) Option Year 3

CONTRACT LINE ITEM NUMBER (CLIN)	TITLE	SERVICES	TYPE	PERIOD	AMOUNT
3001	Information Services Work Package	Task Orders (TOs) will be issued for Information Services as defined in the Statement of Work (SOW) in Section C.	FPI	Option 2	Based on TO amounts

3002	Travel	This CLIN will be used for City approved travel (see H.2). Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed.	Cost	Option 2	As approved
3003	Other Direct Costs	This CLIN is for other direct costs that are incidental to the Services provided under this Contract, including but not limited to training. Other direct costs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed.	Cost	Option 2	As approved

(f) Option Year 4

CONTRACT LINE ITEM NUMBER (CLIN)	TITLE	SERVICES	TYPE	PERIOD	AMOUNT
4001	Information Services Work Package	Task Orders (TOs) will be issued for Information Services as defined in the Statement of Work (SOW) in Section C.	FPI	Option 2	Based on TO amounts
4002	Travel	This CLIN will be used for City approved travel (see H.2). Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed.	Cost	Option 2	As approved
4003	Other Direct Costs	This CLIN is for other direct costs that are incidental to the Services provided under this Contract, including but not limited to training. Other direct costs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed.	Cost	Option 2	As approved

B.2 SCHEDULE OF SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all required Services, as defined herein, for the City of Sandy Springs ("City") in accordance with all terms and conditions set forth in this document, with all attachments hereto (together, the "Contract"). "Services" includes services performed, workmanship, and material furnished or utilized in the performance of services pursuant to this Contract.

The Contract for General Government Services, as defined in the SOW, is a fixed price indefinite delivery/indefinite quantity contract. This contracting method provides for the acquisition of

necessary labor, supplies, and other Services of a recurring nature that cannot be sufficiently identified, predetermined, or qualified in advance.

B.3 CONSIDERATION

The parties are entering into this Contract in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged. All Services to be ordered under this Contract shall be set forth in individual TOs. All TOs will be issued in accordance with the provisions of Section H-1, Task Ordering.

B.4 TASK ORDER PRICING

The Task Order Pricing Table set forth in Section J - Attachment 06 represents fully burdened labor rates by labor category, inclusive of fee. The fully burdened labor rates shall be used to establish the price of individual TOs. These fully burdened hourly rates represent the maximum rates (not to exceed rates) allowable for prime and subcontractors to be utilized in the pricing of competitive or sole source TOs. The fixed burden factor for travel and incidental other direct costs (identified below) will be used throughout the life of the Contract in individual TOs. For the option years, Contractors may propose lower rates when competing on individual TOs.

At any time and throughout the performance of the Contract, additional labor categories, rates, and descriptions may be added, by mutual agreement, at the TO level, if they are not in the base Contract.

B.5 CONTRACT PHASE-IN

The prices for phase-in of the Services to be performed under this Contract are as stated in Section B.1 Contract Prices. The Contract phase-in period is June 1, 2019 through June 30, 2019.

Section C – Statement of Work

The Contractor shall perform the work specified in Section J – Attachment 01.

Section D – Packaging and Marking

D.1 PACKAGING AND MARKING OF ITEMS TO BE SHIPPED

All items to be shipped by Contractor in the delivery of Services under this Contract shall be preserved, packaged, packed, and marked for shipment in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination.

Section E – Inspection and Acceptance

E.1 INSPECTION OF SERVICES

(a) The Contractor shall provide and maintain a system, acceptable to the City, for inspecting all Services it provides under the Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.

(b) The City has the right to inspect and test all Services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay the work.

(c) If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(d) (1) If any of the Services do not conform to Contract requirements or industry standards, the City may require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in Services cannot be corrected by re-performance, the City may:

(i) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

(ii) Reduce the Contract price to reflect the reduced value of the Services performed.

(2) If the Contractor subsequently fails again to take the necessary action to ensure future performance in conformity with Contract requirements, the City may:

(i) By contract or otherwise, perform the Services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such Services; or

(ii) Terminate the Contract for default by procedures set forth in Section I.6, Default.

Section F – Deliveries or Performance

F.1 ORDERING PERIOD

The ordering period for this Contract shall be a maximum of five (5) years from the effective date of the Contract.

F.2 PERIOD OF PERFORMANCE

Base Contract	July 1, 2019 – June 30, 2020
Option Year 1	July 1, 2020 – June 30, 2021
Option Year 2	July 1, 2021 – June 30, 2022
Option Year 3	July 1, 2022 – June 30, 2023
Option Year 4	July 1, 2023 – June 30, 2024

Section G – Contract Administration Data

G.1 POINTS OF CONTACT

Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the administration of the Contract will require maximum coordination between the City and the Contractor. The following individuals will be the City's points of contact during the performance of this Contract:

(a) City Manager. All Contract administration will be effected by the City Manager, and communication pertaining to Contract administration shall be addressed to the City Manager only. No changes, deviations, or waivers shall be effective without a modification of the Contract executed by the City Manager or duly authorized representative authorizing such changes, deviations, or waivers.

The City Manager is:

Name: John McDonough
Title: City Manager
Telephone Number: 770-730-5600
E-Mail Address: jmcdonough@sandyspringsga.gov

(b) City Manager's Representative (CMR). The City Manager may designate a CMR at any time during the term of this Contract. In addition, CMRs shall be appointed for individual TOs awarded pursuant to this Contract. Whenever a CMR is designated by the City Manager, the Contractor shall be notified in writing of such designation.

The initial CMR is:

Name: John McDonough
Title: City Manager
Telephone Number: 770-730-5600
E-Mail Address: jmcdonough@sandyspringsga.gov

(c) Failure to Comply with Provisions. As stated in subparagraph (a) above, all communication pertaining to Contract administration shall be addressed to the City Manager only. Any communication to City officials other than the City Manager regarding administration of this Contract including, but not limited to, performance, personnel matters, delivery of Services, extensions, SOWs, and TOs shall constitute a violation of this Contract. In the event of a first violation of this section, the City Manager shall notify the Contractor within a reasonable time. If, in the Contractor's opinion, an alleged violation does not in fact constitute a violation, it may dispute the allegation by notifying the City Manager in writing within two (2) working days after receiving notice of violation. The matter shall be subject to the provisions of Section I.4, Disputes. A second violation, subject to notice by the Contractor and the Contractor's right to dispute the alleged second violation, shall constitute a material breach of the provisions of this Contract subject to the provisions of Section I.6, Default, pursuant to which the City, in addition to any other remedies provided therein, may terminate the Contract.

(d) Contractor's Point of Contact. For each TO awarded pursuant to this Contract, the Contractor shall designate to the City Manager an individual with decision-making authority for the Contractor, with current job title, telephone contact, and e-mail address. Such individual shall act as a single point of contact for the Contractor and be available by telephone or in person at the request of the City Manager on an as-needed basis.

G.2 TECHNICAL DIRECTION

(a) Services to be performed under this Contract are subject to the written Technical Direction of the City Manager. "Technical Direction," as used in this section, means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical Direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements set forth in the SOW, Section J – Attachment 01 to this Contract.

(b) The City Manager does not have the authority to, and shall not, issue any verbal instruction purporting to be Technical Direction, or a written Technical Direction, that:

(1) Constitutes an assignment of additional work outside the Contract scope of Services;

(2) Constitutes a change as defined in Section I.3, Changes;

(3) Constitutes a basis for any increase or decrease in the total estimated Contract cost, the fixed fee (if any), or the time required for Contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the Contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the Contract.

(c) All Technical Direction shall be issued in writing by the City Manager, including via e-mail correspondence.

(d) The Contractor shall proceed promptly, but in any event not later than forty-eight (48) hours, with the performance of Technical Direction duly issued by the City Manager. If, in the Contractor's opinion, any instruction or direction by the City Manager falls within any of the categories defined in paragraph (b) of this section, the Contractor shall not proceed but shall notify the City Manager orally immediately and in writing within two (2) working days after receiving it and shall request the City Manager to take required corrective action. Upon receiving this notification, the City Manager shall either issue an appropriate Contract modification within a reasonable time or advise the Contractor in writing within thirty (30) days that the instruction or direction is:

(1) Rescinded in its entirety; or

(2) Within the requirements of the Contract and does not constitute a change under Section I.3, Changes, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and the City Manager to agree that the instruction or direction is both within the requirements of the Contract and does not constitute a change under Section I.3, Changes, or a failure to agree upon the Contract action to be taken with respect to the instruction or direction, shall be subject to the provisions of Section I.4, Disputes.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the City Manager or the CMR shall be at the Contractor's risk.

G.3 SUBMISSION OF INVOICES

(a) The Contractor shall cite on each invoice the Contract line item number (CLIN) and the payment terms.

(b) The Contractor shall prepare a consolidated invoice covering all Services delivered under an individual TO and shall submit an invoice for the previous month by not later than the fifteenth (15th) day of the successive month.

(c) The Contractor shall include with the monthly consolidated invoice a completed personnel template to be provided by the City Finance Director. This template shall outline the actual salaries for each position in the approved TO and shall be marked “proprietary” to be used by the City for evaluation purposes only and will not be retained.

(d) The City shall make all payments under this Contract by electronic funds transfer (EFT) within thirty (30) calendar days, excluding legal holidays, after receipt of a compliant invoice.

G.4 NOTICE OF THE CITY’S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES

The City may utilize support contractors to assist the City in the review and evaluation of the Contractor’s invoices and similar requests for payment or evidence of delivery. Support contractors will be provided access to these and other records to support City officials in reviewing and reconciling invoices, payment records, and the City’s financial and budgetary records, and in facilitating the timely payment of submitted invoices. Such documents and records may contain the proprietary information of the Contractor including, but not limited to, awarded contracts.

Each of the support contractor employees may, at the direction of the Contractor to the City Manager, be required to execute a non-disclosure agreement which acknowledges that the support contractor employees:

(a) Shall use proprietary information only in performance of the above tasks and for no other reason;

(b) Shall not share proprietary information with his or her employer;

(c) Shall not use such information for personal or other benefit; and

(d) Shall promptly notify his or her employer of any breach of his or her responsibilities.

Unless the Contractor specifically objects in writing, the Contractor agrees, by the submission of a proposal, to allow the City's support contractors to have access to the Contractor's proprietary information for the purposes described above. The Contractor is required to promptly notify the City Manager of any breach of the non-disclosure obligations of this section.

G.5 CITY PROPERTY

(a) Definitions. As used in this section:

"Acquisition Cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Cannibalize" means to remove parts from City Property for use or for installation on other City Property.

"City-Furnished Property" means Property in the possession of, or directly acquired by, the City and subsequently furnished to the Contractor for performance of the Contract. City-Furnished Property includes, but is not limited to, spares and Property furnished for repair, maintenance, overhaul, or modification. City-Furnished Property also includes Contractor-Acquired Property if the Contractor-Acquired Property is a deliverable under a cost contract when accepted by the City for continued use under the Contract.

"City Property" means all Property owned or leased directly by the City. City Property includes both City-furnished and Contractor-Acquired Property. City Property includes Material, Equipment, vehicles, special tooling, special test Equipment, and real Property. City Property includes logos, trademarks and service marks owned or controlled by the City.

"Contractor-Acquired Property" means Property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the City acquires title.

"Discrepancies Incident to Shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include Material, real Property, special test Equipment or special tooling.

"Inventory" means:

(1) Any Property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is subsequently vested in the City and which exceeds the amounts needed to complete full performance under the entire Contract;

(2) Any Property that the City is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the full or partial termination of the Contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the City; and

(3) City-Furnished Property that exceeds the amounts needed to complete full performance under the entire Contract.

"Material" means Property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include Equipment, special tooling, special test Equipment or real Property.

"Property" means all tangible property, both real and personal.

"Property Records" means the records created and maintained by the Contractor in support of its stewardship responsibilities for the management of City Property.

"Provide" means to furnish, as in City-Furnished Property, or to acquire, as in Contractor-acquired Property.

(b) Property Management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) City Property in its possession. The system shall be adequate to satisfy the requirements of this section. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of City Property, consistent with voluntary consensus standards and/or industry-leading practices and standards for City Property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to its Property management system to the City Manager prior to implementation. For purposes of this provision, "system to manage" means defined procedures and methodology.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of Property and Material, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus Property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed Property and Material. This requirement applies to all City

Property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f) (1) (v) of this section).

(3) The Contractor shall include the requirements of this section in all subcontracts under which City Property is acquired or furnished for subcontract performance.

(c) Use of City Property.

(1) The Contractor shall use City Property, either furnished or acquired under this Contract, only for performing this Contract and such Property shall not be used for non-City Contractor business or for personal uses unless otherwise provided for in this Contract or approved by the City Manager.

(2) Modifications or alterations of City Property are prohibited, unless they are:

(i) Reasonable and necessary due to the scope of work under this Contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the City Manager.

(3) The Contractor shall not Cannibalize City Property unless otherwise provided for in this Contract or approved by the City Manager.

(d) City-Furnished Property.

(1) The City shall deliver to the Contractor the City-Furnished Property described in this Contract. The City shall furnish related data and information in its possession needed for the intended use of the Property.

(2) The delivery and/or performance dates specified in this Contract are based upon the expectation that the City-Furnished Property will be suitable for Contract performance and will be delivered to the Contractor by the dates stated in the Contract.

(i) If the Property is not delivered to the Contractor by the dates stated in the Contract, the City Manager shall, upon the Contractor's timely written request, consider an equitable adjustment to the Contract.

(ii) In the event Property is received by the Contractor, or for City-Furnished Property after receipt and installation, in a condition not suitable for its intended use, the City Manager shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the Property at the City's expense. Upon completion of the required action(s), the City Manager shall consider

an equitable adjustment to the Contract (see also paragraph (f) (1) (ii) (A) of this section).

(3) (i) The City Manager may by written notice, at any time:

A. Increase or decrease the amount of City-Furnished Property under this Contract;

B. Substitute other City-Furnished Property for the Property previously furnished, to be furnished, or to be acquired by the Contractor for the City under this Contract; or

C. Withdraw authority to use Property.

(ii) Upon completion of any action(s) under paragraph (d) (3) (i) of this section, and the Contractor's timely written request, the City Manager shall consider an equitable adjustment to the Contract.

(e) Title to City Property.

(1) Title under City-Furnished Property. The City shall retain title to all City-Furnished Property. Title to City Property shall not be affected by its incorporation into or attachment to any Property not owned by the City, nor shall City Property become a fixture or lose its identity as personal Property by being attached to any real Property.

(2) Title under Cost-Reimbursable CLINs under Fixed-Price Contracts.

(i) Title to all Property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in the City upon the vendor's delivery of such Property.

(ii) Title to all other Property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the City upon:

(A) Issuance of the Property for use in Contract performance;

(B) Commencement of processing of the Property for use in Contract performance; or

(C) Reimbursement of the cost of the Property by the City, whichever occurs first.

(iii) All City-Furnished Property and all Contractor-Acquired Property, title to which vests in the City under this paragraph (e)(2)(iii), are subject to the provisions of this section.

(f) Contractor Plans and Systems.

(1) Contractors shall establish and implement Property management plans, systems, and procedures at the Contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all Property was acquired consistent with its engineering, production planning, and Property control operations.

(ii) Receipt of City Property. The Contractor shall receive City Property, document the receipt as requested by the City, record the information necessary to meet the record requirements of paragraph (f) (1) (iii) (A) (1) through (10) of this section, identify as City owned in a manner appropriate to the type of Property (e.g., stamp, tag, mark, or other identification), and manage any Discrepancies Incident to Shipment.

(A) City-Furnished Property. The Contractor shall furnish a written statement to the City Manager containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of City-Furnished Property.

(B) Contractor-Acquired Property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-Acquired Property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of City Property. The Contractor shall create and maintain records of all City Property accountable to the Contract, including City-furnished and Contractor-Acquired Property.

(A) Property Records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the City Manager, contain the following:

1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

2) Quantity received (or fabricated), issued, and balance-on-hand.

3) Unit Acquisition Cost.

4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

5) Unit of measure.

6) Accountable Contract number or equivalent code designation.

7) Location.

8) Disposition.

9) Posting reference and date of transaction.

10) Date placed in service.

(B) Use of a Receipt and Issue System for City Material. When approved by the City Manager, the Contractor may maintain, in lieu of formal Property Records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of Material that is issued for immediate consumption.

(iv) Physical Inventory. The Contractor shall periodically perform, record, and disclose physical Inventory results. A final physical Inventory shall be performed upon Contract completion or termination. The City Manager may waive this final Inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the Property is to be transferred to a follow-on contract).

(v) Subcontractor Control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of Contract terms and conditions (e.g., extent of liability for loss, theft, damage or destruction of City Property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine that the subcontractor's Property management system meets the standards of the Contractor's Contract requirements with the City.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, theft, damage or destruction; physical Inventory results; audits and self-assessments; corrective actions; and other Property related reports as directed by the City Manager.

(A) Loss, theft, damage or destruction. Unless otherwise directed by the City Manager, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, theft, damage or destruction to the City Manager as soon as the facts become known or when requested by the City.

(B) Such reports shall, at a minimum, contain the following information:

1) Date of incident (if known).

2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

3) Quantity.

4) Unique-item identifier (if available).

5) Accountable Contract number.

6) A statement indicating current or future need.

7) Acquisition Cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

8) All known interests in commingled Property of which the City Property is a part.

9) Cause and corrective action taken or to be taken to prevent recurrence.

10) A statement that the City will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was or will be reimbursed or compensated.

11) Copies of all supporting documentation.

12) Last known location.

13) A statement that the Property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of Stewardship Responsibility. Unless the Contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for City Property when:

(A) Such Property is consumed, expended or disposed, reasonably and properly, or otherwise accounted for, in the performance of the Contract, including reasonable Inventory adjustments of Material as determined by the City Manager; or

(B) The City Manager grants relief from responsibility for loss, theft, damage or destruction of City Property.

(viii) Utilizing City Property.

(A) The Contractor shall utilize, consume, move, and store City Property only as authorized under this Contract. The Contractor shall promptly disclose and report City Property in its possession that is excess to Contract performance.

(B) Unless otherwise authorized in this Contract or by the City Manager, the Contractor shall not commingle City Material with Material not owned by the City.

(ix) Maintenance. The Contractor shall properly maintain City Property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the City Manager the need for replacement and/or capital rehabilitation.

(x) Property Closeout. The Contractor shall promptly perform and report to the City Manager Contract Property closeout, to include: reporting, investigating and securing closure of all loss, theft, damage or destruction cases; physically inventorying all Property upon termination or completion of this Contract; and disposing of items at the time they are determined to be excess to Contract needs.

(2) The Contractor shall establish and maintain City accounting source data, as may be required by this Contract, particularly in the areas of recognition of acquisitions and dispositions of Material and Equipment.

(3) The Contractor shall establish and maintain published procedures necessary to assess its Property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to City Property shall be made available to the City Manager.

(g) Systems Analysis.

(1) The City shall have reasonable access to the Contractor's premises and all City Property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's Property management plan(s), systems, procedures, records, and supporting documentation that pertains to City Property. This access includes all site locations associated with the performance of Services under this Contract including, with the Contractor's consent, all subcontractor premises associated with the performance of Services under this Contract.

(2) Records of City Property shall be readily available to authorized City personnel and shall be appropriately safeguarded.

(3) Should it be determined by the City that the Contractor's (or subcontractor's) Property management practices are inadequate or not acceptable for the effective management and control of City Property under this Contract, or

present an undue risk to the City, the Contractor shall prepare a corrective action plan when requested by the City Manager and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure City access to subcontractor premises and all City Property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's Property management plan, systems, procedures, records, and supporting documentation that pertains to City Property.

(h) Contractor Liability for City Property. The Contractor assumes the risk of, and shall be responsible for, any loss, theft, damage or destruction of City Property upon its delivery to the Contractor as City-Furnished Property. However, the Contractor is not responsible for reasonable wear and tear to City Property or for City Property properly consumed in performing this Contract.

(i) Equitable Adjustment. Equitable adjustments under this section shall be made in accordance with the procedures of Section I.3, Changes; however, the City shall not be liable for breach of Contract for the following:

(1) Any delay in delivery of City-Furnished Property.

(2) Delivery of City-Furnished Property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of City-Furnished Property.

(4) Failure to repair or replace City Property for which the City is responsible.

G.6 IDENTIFICATION OF EMPLOYEES

Contractor employees shall wear City-approved attire with the logo of the City when, and only when, they are performing Services for the City, except as otherwise directed by the City Manager. In addition, the Contractor, subcontractors, their employees and agents shall wear identification cards, displayed at all times, which will be issued by the City.

Each individual who is assigned and wears a badge shall be required to sign personally for the badge. The Contractor shall be held accountable for the badge and issued identification cards and must assure that they are returned to the City upon completion of work under the Contract. Failure to comply with the provisions of this section may result in final payment being delayed.

G.7 CONTRACTOR RESPONSIBILITIES REGARDING CONTRACTOR PERSONNEL

(a) General. The Contractor shall be solely responsible for all compensation, benefits, insurance and rights of Contractor employees during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorneys' fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. Accordingly, the City does not assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers'

compensation benefits under O.C.G.A. §34-9-1, et seq., or any other benefits or amenities of employment to any of the Contractor employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

In the event the Contractor determines to change the current levels of insurance coverage and/or other benefits provided to Contractor employees, the Contractor shall notify the City Manager of such change or changes at least thirty (30) days prior to implementation of the change or changes.

The City Manager shall have the right, at any time during the term of this Contract, to request that the Contractor remove any Contractor personnel from the City project if, in the City Manager's opinion, such Contractor personnel exhibits behavior that indicates: he or she is not fit, able or willing to perform the duties assigned under this Contract; or the continued presence of the Contractor personnel would negatively impact the City's relationship with the Contractor; or the continued presence of the Contractor personnel would not be in the best interest of the City. If requested by the City Manager, the Contractor shall remove such Contractor personnel as requested by the City Manager and fill the vacancy in accordance with the terms of paragraph (g) of this Section.

(b) Background Checks.

(1) All Contractor Employees. Prior to assigning any employee to the City, the Contractor shall subject each of its employees prospectively considered for assignment to provide services to the City to a full background check. Current Contractor employees shall be subjected to complete background checks every two (2) years or as otherwise agreed by the parties. The background check shall include, but not be limited to, the following:

(i) Fingerprint check.
(ii) Motor vehicle records.
(iii) Criminal records.
(iv) Credit records.
(v) Educational records.
(vi) Past and current employers.
(vii) References.
(viii) Military records.
(ix) State licensing records, when applicable.
(x) Drug Test

Based upon information obtained from a background check, the City Manager shall have the right to approve any person to work with the City, exclude any person from working with the City, or take action to effectuate the termination of any person's relationship with the City at any time during the term of this Contract if, in the City Manager's opinion, that person's background check reveals behavior that demonstrates the person is not fit or would not meet industry standards in performing the duties assigned under this Contract. In addition, the City shall have the right, with respect to any person, to approve, deny, restrict, or remove access to a City vehicle or other City Property.

The Contractor shall further exclude any person from working with the City, or take action to terminate such person's relationship with the City, at any time during the term of this Contract whose background check reveals that the person has exhibited behavior that demonstrates that the person is not fit or would not meet industry standards in performing the duties to which they are assigned under this Contract.

(2) Contractor Employees/Volunteers Working with Minors.

(i) The Contractor shall conduct a national criminal history check via fingerprint check on all newly hired employees, interns, and volunteers if it is foreseeable that the individual may have contact with minors during the course of providing Services in the performance of this Contract.

(ii) The Contractor shall complete an in-state background check on all newly hired employees, interns, and volunteers if it is foreseeable that the individual may have contact with minors during the course of providing Services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:

A. The Georgia Sexually Violent Offender Registry maintained by the Georgia Bureau of Investigation.

B. The Georgia Child Abuse and Neglect Central Registry.

(iii) The Contractor shall complete the initial background checks before the individual has contact with any minor.

(iv) The Contractor shall also complete out-of-state background checks on all newly hired employees, interns, and volunteers who have resided in Georgia for less than two (2) years if it is foreseeable that the individual may have contact with minors during the course of providing Services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has contact with any minor. If an individual's prior state of residence does not maintain a Sex Offender Registry, a Child Abuse and Neglect Central Registry, or any such similar registry, the Contractor shall complete a criminal background check of court records in the cities, counties and states of previous residence.

(v) The Contractor shall further perform complete background checks every two (2) years for all current employees or as otherwise agreed by the parties. If a current employee resides in a state other than Georgia and that state does not maintain a Sex Offender Registry, a Child Abuse and Neglect Central Registry, or any such similar registry, the Contractor shall complete a national, state and local criminal background check.

(3) The Contractor is directed to exclude any person from working with the City, or to take action to terminate such person's relationship with the City at any time during the term of this Contract, whose background check reveals that the

person has exhibited behavior that negatively impacts the health, safety and welfare of children, or is violent or harmful to children or adults.

(4) The Contractor shall exclude from placing with the City or shall immediately terminate a person who refuses to submit to background checks as required by this section.

(c) Drug-Free Workplace Act. The Contractor shall comply with the provisions of §§ 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated (O.C.G.A.) relating to the "Drug-Free Workplace Act" and shall execute a certification in the form of Section K - Attachment 01, incorporated herein by reference.

(d) Georgia Security and Immigration Compliance Act. The Contractor shall comply with all requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. §§ 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia and shall execute a certification in the form of Section K - Attachment 02, incorporated herein by reference.

(e) Federal Immigration and Nationality Act. The Contractor shall execute an Affidavit Verifying Status for City Public Benefit Application in the form of Section K – Attachment 03, incorporated herein by reference and required pursuant to O.C.G.A. § 50-36-1, verifying United States citizenship or status as a permanent resident or qualified alien or non-immigrant under the Federal Immigration and Nationality Act.

(f) Records. All documentation relating to Contractor employee background checks, Drug-Free Workplace Act compliance and Georgia Security and Immigration Compliance Act compliance shall be maintained in employee personnel records. This includes documentation requested and received from states other than Georgia.

(g) Vacancies. In the event of vacancy of any personnel position, the Contractor shall notify the City Finance Director of such vacancy within three (3) business days. The Contractor shall fill the vacant position as soon as possible. The City will not make payment for that position as long as it is vacant; however, if that position is filled with a qualified candidate within 45 days, a credit for the days vacant will be provided in the next monthly invoicing. The credit shall be calculated based on Section B.4, Task Order Pricing, for the personnel's labor category.

(h) City's Right to Offer Employment to Contractor Employees. In the event of full or partial termination or expiration of this Contract, the City, or a designated contractor performing similar services under a subsequent TO, shall have the absolute right to offer employment to any Contractor employees placed with the City by the Contractor. The Contractor shall not enter into an arrangement, contractual or otherwise, with employees placed with the City which would prohibit the employee's ability to accept an employment offer from the City.

G.8 CONTRACTOR KEY PERSONNEL

(a) The Contractor shall promptly notify the City Manager and CMR prior to making any changes in key personnel. If replacing key personnel, the Contractor shall adhere to the following:

(1) The replacement person's qualifications shall meet or exceed the applicable labor competency level description listed in Section J – Attachment 02 to this Contract.

(2) Key personnel positions are defined in individual TOs.

(b) All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the City Manager. The City Manager shall be provided the opportunity to review and approve or reject the proposed substitution.

(c) The City Manager reserves the right at any time to request the removal of key personnel for any reason which could, in the City Manager's opinion, affect performance under this Contract. If such a request is made by the City Manager, the Contractor shall remove the personnel as directed by the City Manager, and the Contractor shall propose a substitute as provided above.

(d) The Contractor shall not remove any key personnel before the key personnel's position is filled by a substitute approved and authorized by the City Manager; however, if the key personnel is removed pursuant to a request by the City Manager as provided in subparagraph (c) above, the Contractor shall fill such key personnel's position as soon as possible.

(e) This section does not, in any way, abrogate the Contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key personnel positions with qualified personnel.

G.9 OUTSIDE WORK - CONTRACTOR PERSONNEL

No Contractor personnel assigned to the City shall engage in work or projects outside the City project, whether part-time, temporary, or permanent, without prior written approval from the respective department head and the City Manager. The request and approval for outside work shall be in writing. Each event of outside work shall require a separate written request and approval. The department head shall provide the appropriate form upon request.

Contractor personnel shall not engage in any activity relating to outside work while on duty for the City. Outside work includes any outside activity that generates revenue or other exchange for value for the Contractor personnel.

Section H - Special Contract Requirements

H.1 TASK ORDERING

(a) General Information

(1) The Contractor shall designate a Contractor employee with decision-making authority who is performing Services under the Contract at City Hall (Performing Team Member) to be available at the request of the City Manager on an as-needed basis.

(2) The City will issue the Request for Task Order Proposal (RTOP) to the prime Contractor(s). TOs will be issued on a fixed price (FP) basis.

(3) Performance can only be authorized by issuance of a TO or revision thereto issued by the City Manager. All TOs will be issued in writing. Any changes will be issued in writing, will set forth any additional obligation incurred by the City, and shall be signed by the City Manager in advance of the Contractor initiating the change.

(4) It is anticipated that TOs will be solicited, negotiated, and awarded based on bilateral agreement of the parties.

(5) The City may release task order proposal (TOP) data submitted by the Contractor to non-City advisors for review and analysis. These Contractor personnel are restricted by any conflict of interest provision in their respective contracts from being a prime contractor, subcontractor, or teaming partner on any other City contract. The Contractor agrees, by submission of its TOP, to have it reviewed by such non-City advisors.

(b) Task Order Proposal Process. The City will prepare an RTOP, which will include as a minimum (i) an SOW, (ii) overall period of performance, (iii) any City furnished Equipment, and (iv) applicable evaluation criteria. Upon receipt of the RTOP, the Contractor shall submit its TOP effort within the designated time allotted in the RTOP. During this period, Contractors will be afforded the opportunity to submit questions regarding the draft requirement. Each RTOP proposal shall include a brief description of the following (if requested in the RTOP):

(1) How the Contractor proposes to accomplish the effort, including a description of the Performing Team Member. The Contractor's proposed technical solution may be provided via an oral or written technical presentation, as specified in the RTOP.

(2) Order estimate by CLIN, including the mix of labor category levels, hours and rates. Rates shall be at or below those contained in the pricing tables in Section J – Attachment 06 to the Contract. Submitted labor category levels shall be in accordance with the descriptions and position requirements located in the labor category level description in Section J – Attachment 02 to the Contract.

(3) Availability and capability of key personnel that would perform under the TO to include resumes (resume format may be provided in the RTOP.)

(4) Any additional input as required by the RTOP.

(c) Task Order Criteria and Evaluation Process.

(1) A TO may be issued on a competitive basis or on a sole source basis. The evaluation criteria for a TO issued on a competitive basis will reflect best value analysis for performance-based acquisition. In making the best value determination, it is possible that after conducting a tradeoff analysis of the proposals, the lowest price may not necessarily represent the best value. The evaluation criteria for a TO issued on a sole source basis will reflect reasonableness, realism, acceptability of technical approach and past performance, pursuant to the City's evaluation process.

(2) After responses have been evaluated against the factors identified in the RTOP and the Contractor's rates have been verified, the TO will be placed with the Contractor whose proposal represents the best value to meet the City's needs. The TO will contain as a minimum the following:

(i) Date of the TO.

(ii) Contract number and TO number.

(iii) Functional description of the work identifying the objectives or results desired from the TO, including special instructions or other information necessary for performance of the task.

(iv) Performance standards, and where appropriate, quality assurance standards.

(v) Level of effort (labor categories and quantities).

(vi) Maximum dollar amount authorized (cost and fee).

(vii) Any other resources (travel, material, equipment, facilities, etc.) authorized.

(viii) Delivery/performance schedule including start and end dates.

(3) The Contractor shall provide acknowledgement of receipt to the City Manager within two (2) calendar days after receipt of the TO.

(4) Performance data will be collected in accordance with performance metrics as set forth in the TO. All past performance data shall be utilized in the evaluations of TOPs. The City reserves the right not to award a TO after issuing an RTOP.

(5) The City Manager may amend tasks in the same manner in which they were issued.

(6) In the event of a conflict between the requirements of the TO and the Contractor's approved task plan, the TO shall prevail.

H.2 AUTHORIZED TRAVEL AND TRAVEL COSTS AS SPECIFIED UNDER A TRAVEL CONTRACT LINE ITEM NUMBER (CLIN)

All Contractor travel that is directly billed under this Contract as a specific travel CLIN must be for City business, approved in advance in writing by the City Manager. The City will not reimburse for travel within a fifty (50) mile radius of City Hall.

H.3 PUBLIC RELEASE OF INFORMATION

(a) All materials which relate to the Services performed by the Contractor under this Contract shall be submitted to the City Manager for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime Contractor to the City Manager. At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material including, but not limited to, press releases, photographs, fact sheets, advertising, posters, compact discs, and videos.

(b) The City Manager will notify the Contractor of the City's final decision regarding the status of the request.

(c) The Contractor shall submit a written statement to the City Manager as far in advance of the proposed release date as is possible, including:

(1) To whom the material is to be released;

(2) Desired date for public release;

(3) Statement that the material has been reviewed and approved by officials of the Contractor or the subcontractor, for public release; and

(4) The Contract number.

(d) The items submitted must be complete. Photographs shall have captions.

(e) Outlines, rough drafts, marked-up copy (with handwritten notes), or incorrect distribution statements will not be accepted or cleared.

(f) Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

(g) Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined above.

H.4 LIMITATION OF FUTURE CONTRACTING

(a) The City has determined that this acquisition for necessary labor, supplies and other Services may give rise to a potential organizational conflict of interest.

(b) The nature of this conflict is that in the performance of this Contract, the Contractor may have access to and use of the City's sensitive financial and management data as well as to proprietary data from various City contracts and contractors.

(c) The restrictions upon future contracting are as follows:

(1) The Contractor shall be ineligible to perform any other contract for the City without prior authorization of the City. This restriction shall remain in effect for the duration of the Contract.

(2) To the extent that the work under this Contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

H.5 ASSOCIATE CONTRACTOR AGREEMENTS (ACAs)

(a) The successful delivery of Services is dependent on the efforts of multiple Contractors. The key participating Contractors are:

Contract Name	***Contractor***
Financial Services Work Package	TBD
Information Services Work Package	TBD
Communications Work Package	TBD
Municipal Court Services Work Package	Jacobs Engineering Group, Inc.
Public Works/ TSPLOST Work Package	TBD
Recreation and Parks Work Package	Jacobs Engineering Group, Inc.
Community Development Work Package	TBD
Call Center Work Package	TBD
Facilities Work Package	TBD
OTHER	To be specified by the City

Subject to the approval of the City Manager, the Contractor shall establish associate contractor agreements (ACAs) with other City Contractors if it becomes apparent during the course of the Contract that a significant interface exists.

(b) To achieve efficient and effective management and operation of City systems, facilities, and infrastructure, the Contractor shall establish the means for coordination and exchange of information with associate contractors. The information to be exchanged shall be information required by the associate contractors in the execution of their respective contract requirements. The associate contractors are strongly encouraged to seek out and foster cooperative efforts and goodwill in a manner that will benefit the City with increased efficiency, and productivity.

(c) Associate contractors shall establish formal guidelines to address coordination, cooperation, and communication. All Contractors shall work in a coordinated fashion. Each associate contractor shall establish the means for the exchange of such data and communications as needed in order to keep other City elements fully informed.

H.6 ADDITIONAL SOURCES

The City may solicit additional sources for a work package if Contractors do not maintain a satisfactory record of past performance or if the number of Contractors in this work package should fall below two (2) Contractors.

Section I – Contract Clauses

I.1 ORDERING

(a) Any Services to be furnished under this Contract shall be ordered by issuance of TOs by the City Manager. TOs may be issued from date of Contract at the discretion of the City beyond the base Contract award.

(b) All TOs are subject to the terms and conditions of this Contract. In the event of conflict between a TO and this Contract, the Contract shall control, unless it is specifically stated within the TO that a different provision shall prevail.

(c) If mailed, a delivery order or TO is considered "issued" when the City deposits the order in the mail. Orders shall be issued in writing.

I.2 INDEFINITE QUANTITY

(a) This is an indefinite quantity contract for the Services specified, effective for the period stated in the Contract schedule.

(b) Performance shall be made only as authorized by TOs issued in accordance with Section H.1, Task Ordering. The Contractor shall furnish to the City, when and if ordered, the Services specified in the Contract schedule.

(c) There is no limit on the number of TOs that may be issued. The City may issue TOs requiring performance at multiple locations within the geographical limits of the City.

(d) Any TO issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the TO. The Contract shall govern the Contractor's and City's rights and obligations with respect to that TO the same extent as if the TO were completed during the Contract's effective period; provided, however, that the Contractor shall not be required to make any deliveries under this Contract after twelve (12) months from the expiration of the ordering period.

I.3 CHANGES

(a) General Information. Changes within the general scope of this Contract may be accomplished after execution of the Contract, and without invalidating the Contract, by written change order (“Change Order”) or written change directive (“Change Directive”). General scope changes may include, without limitation, changes in the:

(1) Description of Services to be performed;

(2) Time of performance (i.e., hours of the day, days of the week);

(3) Place of performance of the Services; and/or

(4) Quantity and/or quality of the Services.

A Change Order shall be based upon agreement between the City and the Contractor; a Change Directive may be issued by the City alone and may or may not have the written agreement of the Contractor.

Changes in the Services shall be performed under applicable provisions of the Contract, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

(b) Change Order. A Change Order is a written instrument prepared by either party and signed by the City Manager and Contractor stating their agreement upon all of the following:

(1) The change to be made to the Contract;

(2) The amount of the adjustment, if any, to the amount of the Contract ("Contract Amount"); and

(3) The amount of the adjustment, if any, in the term of the Contract ("Contract Time").

(c) Change Directive. A Change Directive is a written order prepared and signed by the City Manager directing a change in the Contract prior to agreement on adjustment, if any, in the Contract Amount or Contract Time, or both. The City Manager may by Change Directive, without invalidating the Contract, order changes in the Contract within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Amount and Contract Time being adjusted accordingly.

(1) A Change Directive may be issued by the City Manager at any time in the absence of a written agreement with the Contractor on the terms of a Change Order.

(2) Upon receipt of a Change Directive, the Contractor shall promptly commence and proceed with the prescribed change(s) to the Services involved.

(3) If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on one of the following methods:

(1) A reasonable lump sum including a reasonable fixed fee or percentage fee properly itemized and supported by sufficient substantiating data to permit evaluation;

(2) Unit prices stated in the Contract or as subsequently agreed upon;

(3) Reasonable cost plus a reasonable fixed fee or percentage fee; or

(4) As provided in Section I.3(c) (5) below.

(4) A Change Directive that is signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Amount and

Contract Time or the method for determining them. Such agreement shall be recorded as a Change Order.

(5) If the Contractor disagrees with the method for adjustment in the Contract Amount or Contract Time, or both, set forth in the written Change Directive, the Contractor must promptly, but in no event later than forty-eight (48) hours from the date of receipt of the written Change Directive, give written notice of its disagreement. In such event, the City Manager shall determine the adjustment on the basis of reasonable additional costs or savings resulting from the Services attributable to the change, including, in the case of an increase in the Contract Amount, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, under Section I.3(c)(3)(iii), the Contractor shall keep and present, in such form and manner as the City Manager may prescribe, an itemized accounting of costs together with appropriate supporting data. Unless otherwise provided in the Contract, costs for the purposes of this Section I.3(c)(5) shall be limited to the following:

(i) Fully burdened labor costs;

(ii) Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

(iii) Rental costs or amortized cost of machinery and equipment; and

(iv) Additional costs of premiums for bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

Failure to provide written notice of disagreement or objection within the proscribed time period set forth in this section shall be deemed a waiver of any such disagreement or objection.

(6) Pending final determination of the total cost of a Change Directive to the City, the Contractor may request payment for Services completed under the Change Directive. The City Manager will make an interim determination for purposes of payment for those costs and certify for payment the amount that the City Manager determines to be reasonably justified. The City Manager's interim reasonable determination of cost shall adjust the Contract Amount on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article I.4, Disputes.

(7) When the Contractor agrees with a determination made by the City Manager concerning the adjustments in the Contract Amount and Contract Time, or otherwise reaches agreement upon the adjustments, such agreement shall be effective immediately and the City Manager will prepare a Change Order. Change Orders may be issued for all or any part of a Change Directive.

(8) Any disputes arising from adjustments made pursuant to Section I.3(c)(5) shall be resolved pursuant to Section I.4, Disputes; however, nothing in this section

shall excuse the Contractor from proceeding with the performance of work under the Change Directive pending resolution of the dispute.

(9) No Services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of the City Manager.

(10) If the Contractor's assertion of its right to an adjustment includes the cost of Property made obsolete or excess by the change, the City Manager shall have the right to prescribe the manner of the disposition of the Property.

I.4 DISPUTES

Except as otherwise provided herein, all disputes arising under or relating to this Contract shall be resolved under the provisions of this section.

(a) "Claim," as used in this section, means a written demand or written assertion by a contracting party seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to this Contract. A written demand or written assertion by the Contractor must be accompanied by supporting documentation and verified by the Contractor's designated representative. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a Claim; however, the same may be converted to a Claim by complying with the provisions of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(1) A Claim by the Contractor shall be made in writing and, unless otherwise stated in this Contract, submitted within thirty (30) days after accrual of the Claim to the City Manager for a written decision. A Claim by the City against the Contractor shall be subject to a written decision by the City Manager. Failure to submit any such written Claim within the prescribed time period set forth in this section shall be deemed to be a waiver of such Claim.

(2) Verification

(i) The Contractor shall provide the verification specified in paragraph (a) of this section when submitting any Claim.

(ii) The verification shall be by oath administered by a notary public and shall state as follows: "I swear or affirm that the Claim is made in good faith; that the supporting documentation is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the Claim on behalf of the Contractor."

(b) The City Manager shall, within thirty (30) days of receipt of a properly submitted verified Claim and all necessary supporting documentation and information, decide the Claim and give the Contractor a written statement of the decision.

(c) The City Manager's decision shall be final unless the Contractor disputes the decision as set forth below, in which case the parties shall follow the procedures for Alternative Dispute Resolution.

(d) Alternate Dispute Resolution. For the Contractor to dispute a decision of the City Manager, the Contractor shall file, within fifteen (15) days of the date of the City Manager's written decision, a notice in writing of the Claim which is disputed. The parties shall be required to proceed with alternate dispute resolution by the following procedure.

(1) Negotiation. The parties shall attempt in good faith to resolve any Claim arising out of or relating to this Contract promptly through negotiations between representatives of the parties who have authority to settle the same. The parties shall make every effort to meet as soon as reasonably possible at a mutually agreed upon time and place and shall attempt to resolve the matter through negotiation within a period of thirty (30) days of receipt of notice of claim.

(2) Mediation. If good faith negotiations have not resulted in a resolution of a Claim within the specified time, the parties shall attempt in good faith to settle the Claim in an amicable manner through a neutral party by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or a mutually acceptable mediator selected by the parties within a period of thirty (30) days from date of failure of negotiation.

(3) Arbitration. If the Claim has not been resolved pursuant to the aforesaid mediation procedure within sixty (60) days of the receipt of the notice of claim, or if either party fails to participate in a mediation, the Claim shall be resolved exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall appoint one (1) arbitrator and the appointed arbitrators shall select a third arbitrator who shall serve as chairperson of the arbitration panel. The decision of the arbitration panel shall be final and binding. Each party shall pay fifty percent (50%) of the third party costs of mediation and arbitration.

(e) The Contractor shall not be excused from performance of the Contract, pending final resolution of any request for relief, Claim, appeal, or action arising under or relating to the Contract, and shall comply with any decision of the City Manager and the requirements of the Contract.

(f) The Contractor, by entering into this Contract, does hereby waive its rights to file, or seek relief, in a state or federal court of competent jurisdiction for any Claim of damages or monetary relief, except as to the enforcement of the decision of the binding arbitration.

I.5 TERMINATION FOR CONVENIENCE OF THE CITY

The City, upon ninety (90) days written notice, may terminate this Contract, in whole or in part, when it is in the City's interest. In the event of full or partial termination, the City shall be liable only for payment under the payment provisions of this Contract for Services rendered before the effective date of termination.

I.6 DEFAULT

(a) An event of default shall mean a material breach of this Contract. Without limiting the generality of the foregoing, an event of default shall include the following:

(2) The Contractor fails to perform the Services within the time specified in this Contract or any extension.

(3) The Contractor has refused or failed, except in the case for which an extension of time is provided, to supply properly skilled personnel.

(4) The Contractor has failed to obtain the approval of the City where required by this Contract.

(5) The Contractor has made a representation or warranty hereunder that was false or inaccurate in any material respect when made, or which materially and adversely affects the legality of this Contract or the ability of either party to carry out its obligations hereunder.

(6) The Contractor fails to perform any of the other provisions of this Contract, subject to any right to cure, or resolve a dispute.

(7) The Contractor has been adjudged as bankrupt or the Contractor makes a general assignment for the benefit of creditors, appoints a receiver on account of insolvency, or files a petition to take advantage of any debtor's act.

(b) In the event of a default, this Contract may be terminated by the City after written notice to the Contractor of the default, which notice shall specify the default, provide both a demand to cure the default and a reasonable time to cure the default and state a date upon which the Contract shall be terminated if there is a failure to timely cure the default. For purposes of this section, "reasonable time" shall be ten (10) calendar days except when the failure to perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) days. A failure to cure a default within the specified time shall result in termination of the Contract on the date set forth in the notice of default if such notice of default has not been removed in writing by the City. The Contractor's right to cure pursuant to this subparagraph shall not be applicable to a default under the provisions of Section G.1(c), Failure to Comply with Provisions.

(c) The Contractor shall be liable for all damages resulting from the default.

(d) If this Contract is terminated in whole or in part, the City may acquire, under the terms and in the manner the City Manager considers appropriate, Services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for those Services; however, the Contractor shall continue the work not terminated.

(e) If this Contract is terminated in whole or in part, the Contractor shall protect and preserve Property in its possession in which the City has an interest, until the Contractor is relieved of this need.

(f) The Contractor shall not be deemed in violation of this Contract if it is prevented from performing its obligations under the Contract for any reason beyond its control including, but not limited to, acts of God, civil or military authority, acts of public enemies, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation; provided, however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

(h) The rights and remedies of the City in this section are in addition to any other rights and remedies available to the City at law or in equity or under this Contract. The exercise of one (1) remedy shall not be deemed a waiver of the right to exercise any other remedy.

I.7 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The Contractor hereby warrants, represents and agrees as follows:

(a) No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the Contractor to perform the Services under this Contract.

(b) Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the Contractor and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the Contractor is a party or to which the Contractor is bound.

(c) The Contractor, by execution hereof, does hereby represent to the City that the Contractor, through the signature of the officials contained in this Contract, has full power and authority to make and execute this Contract to the effect that the making and execution hereof shall create a legal obligation upon the Contractor, which shall be legally binding upon the Contractor.

(d) Nothing contained or any obligation on the part of the Contractor to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the Contractor pursuant to the laws of the State of Georgia.

I.8 TRANSITION

In the event of full or partial termination or expiration of this Contract or any TO, the Contractor shall cooperate in good faith to effect a smooth and harmonious transition from the Contractor to the City, or to any other person or entity the City may designate, and to maintain during such period of transition the same quality Services otherwise afforded to the residents of the City pursuant to the Contract.

I.9 INDEMNIFICATION

(a) The Contractor shall indemnify, defend and hold harmless the City, its Council, boards, officials, directors, officers, agents, servants and employees from and against any and all liability, suits, actions, damages, losses and expenses, costs of every nature, including attorneys' fees, arising out of or resulting from the negligence of the Contractor, its employees, or its agents.

(b) Should the City seek indemnification pursuant to subparagraph (a) above, it shall give reasonably prompt notice to the Contractor of the assertion of any claim or the commencement of any action, suit, or proceeding (collectively, “action”), in respect of which indemnity may be sought hereunder and will give the Contractor such information with respect thereto as the Contractor may reasonably request in writing. Failure to give reasonably prompt notice hereunder shall not relieve the Contractor of liability pursuant to this subsection; provided, however, should the Contractor prove actual financial loss directly attributable to delayed notice, its financial liability pursuant to this subsection may be offset by the amount of the direct financial loss proven. The Contractor shall, when directed and at its expense, participate in the defense of any such action involving a third party; provided, however, the defense shall be conducted with counsel mutually satisfactory to the City and the Contractor. The City and the Contractor shall consult with each other regarding the conduct of such defense. If the defense is assumed by the Contractor, the Contractor shall submit any proposed settlement under this section for the City’s approval, which approval shall not be unreasonably withheld or delayed. The City shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Contractor shall pay the fees and expenses of such counsel to the extent the City reasonably concludes that there is a conflict of interest between the City and the Contractor), separate from counsel employed by the Contractor in any such action. The Contractor shall be liable for the fees and expenses of counsel employed by the City if the Contractor has not assumed the defense thereof. Whether or not the Contractor chooses to defend or prosecute any action involving a third party, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) In disputes between the City and the Contractor, in no event shall either party be entitled to or responsible for any special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action; provided, however, such limitation does not include any liability for which the Contractor is obligated to indemnify the City based upon special, indirect or consequential damages suffered by third parties.

(d) The City and the Contractor agree that the Contractor shall be liable for fines or civil penalties to a maximum aggregate of One Hundred Fifty Thousand Dollars ($150,000) per year, which may be imposed by a federal or state department regulatory agency or federal or state court as a result of the Contractor's negligence. The City will assist the Contractor to contest any such fines or civil penalties in administrative and/or court proceedings prior to any payment by the Contractor. The Contractor shall pay the costs of contesting any such fines or civil penalties. Unless an incumbent Contractor, the Contractor shall not be liable for fines or civil penalties that result from violations that occurred prior to the effective date of this Contract or for the effects of prior violations by the City that have contributed to the assessment of any fine or civil penalty caused by the Contractor's negligence.

(e) In determining the amount of any loss, liability, or expense for which the City is entitled by indemnification under this Contract, the gross amount thereof will be reduced by any insurance proceeds actually paid to the City under any insurance policies held by the City; provided, however, that if the City has been indemnified hereunder but does not actually receive such insurance proceeds until after being indemnified, the City shall reimburse the Contractor for amounts paid to it to the extent of the insurance proceeds are actually received.

(f) If both the Contractor and the City have insurance coverage respecting a particular claim for which indemnification is provided pursuant to this section, the parties agree that the insurance coverage of the Contractor is the primary coverage and will be called upon before the insurance coverage of the City is called upon.

(g) The Contractor acknowledges that the obtaining of this Contract is the specific consideration for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth herein.

(h) Nothing in this section shall:

(1) Limit or prevent the City or the Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or the Contractor are responsible; or

(2) Limit or prevent the City or the Contractor from joining the other party or any affiliate of a party in any claim, suit, action or proceeding involving a third party claim through interpleading, third party claim, cross-claim or otherwise limit or prevent a party from voluntarily joining any claim, suit, action or proceeding through intervening or as may otherwise be permitted by law or rule.

I.10 INSURANCE

(a) <u>Contractor Minimum Insurance Requirements Generally</u>.

(1) The Contractor shall procure and maintain for the duration of this Contract, and for three (3) years thereafter, at its sole cost and expense such insurance as

will fully protect it and the City and the City's council, boards, officials, directors, officers, employees, agents and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for the Contractor's professional liability (errors and omissions) under this Contract, whether such services and work are performed by the Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. The Contractor shall not commence work under this Contract or continue performance of the Services unless and until the Contractor has obtained and continues to carry all minimum insurance. The Contractor shall provide the following insurances throughout the term of the Contract, and shall provide the City Certificates of Insurance demonstrating compliance with this section.

(2) The Contractor shall not commence work under this Contract or continue performance of the Services unless and until the Contractor has obtained and continues to carry all required insurance. The Contractor shall provide the following insurances throughout the term of the Contract, and shall provide the City Certificates of Insurance demonstrating compliance with this section.

(b) Contractor Insurance Requirements for General Government Services Work Packages Other Than Public Works. For all task orders awarded pursuant to this Contract, except Public Works, the Contractor shall comply with the following insurance requirements:

(1) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

(2) Automobile and Vehicle Liability Insurance with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

(3) Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of not less than $1,000,000 each occurrence/$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

(4) Umbrella Insurance with limits of liability in excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than $3,000,000.

(5) Professional Errors and Omissions Liability Insurance with limits of not less than $1,000,000 per occurrence or claim/$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors and Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

(6) Contractors' Pollution Legal Liability Insurance and/or Asbestos Legal Liability Insurance with limits not less than $1,000,000 per occurrence or claim/$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors' Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors' Pollution Liability policy shall not contain a mold exclusion, and the definition of "pollution" shall include microbial matter, including mold.

(c) Contractor Insurance Requirements for Public Works Work Package. For all task TOs awarded pursuant to this Contract for Public Works, the Contractor shall comply with the following insurance requirements:

(1) Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employers' Liability Insurance with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

(2) Automobile and Vehicle Liability Insurance with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage arising from the use of the City's owned or leased motor vehicles, including onsite and offsite operations.

(3) Commercial General Liability Insurance, including contractual liability insurance, products and completed operations, personal injury, bodily injury, property damage and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each

occurrence/$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

(4) Umbrella Insurance with limits of liability in excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than $3,000,000.

(5) Professional Errors and Omissions Liability Insurance with limits of $5,000,000 per occurrence and in the aggregate.

(6) Contractors' Pollution Legal Liability Insurance and/or Asbestos Legal Liability Insurance with limits not less than $1,000,000 per occurrence or claim/$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Contractors' Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors' Pollution Liability policy shall not contain a mold exclusion, and the definition of "pollution" shall include microbial matter, including mold.

(d) Other Contractor Insurance Requirements for all Work Packages.

(1) The aforementioned insurance policies shall contain, or be endorsed to contain, the following provisions:

(i) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) days' prior written notice to the City.

(ii) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's council, boards, officials, directors, officers, employees, agents and volunteers.

(iii) Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies shall include an appropriate endorsement making the City and the City's council, boards, officials, directors, officers, employees, agents and volunteers additional insureds under such policies.

(iv) A copy of these endorsements shall be provided to the City.

(2) Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

(3) The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

(4) All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated A X or greater.

(5) The Contractor shall be responsible for maintaining its professional liability insurance for a minimum of two (2) years from the date of expiration of this Contract. Upon request of the City, the Contractor shall make available for inspection copies of any claims filed or made against any policy during the policy term. The Contractor shall additionally notify the City, in writing, within thirty (30) calendar days, of any claims filed or made as it relates to the scope of Services provided under this Contract against any policy in excess of Twenty Five Thousand Dollars ($25,000) during the policy term.

(6) Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Manager prior to the commencement of any work under this Contract. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, with financial ratings acceptable to the City Manager. The City shall be named as an additional insured on allowable policies obtained regarding Services under this Contract, including but not limited to the Commercial General Liability and Comprehensive Automobile Liability insurance policies.

(7) All insurance required herein shall contain a provision that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least forty-five (45) days' prior written notice has been given to the City. All such insurance shall remain in effect during the term of the Contract. If the Contractor receives notice of non-renewal or material adverse change of any of the above coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City of non-renewal or a material adverse change of any of the above coverages shall terminate the Contract as of the date that the Contractor should have given notification to the City.

(8) In the event the insurance certificate provided by the Contractor indicates that the insurance shall terminate and lapse during the period of this Contract, the Contractor shall furnish, fifteen (15) days prior to expiration of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract is in effect. The Contractor shall not continue work pursuant to this Contract unless all required insurance remains in full force and effect.

(9) The costs of all policies of insurance required hereunder shall be the obligation of the Contractor and the City shall in no way be responsible.

(10) The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

(e) City Insurance Requirements. The City shall be responsible for maintaining the following insurance coverage throughout the term of this Contract:

(1) Property Damage for all City Property for the full fair market value of such Property.

(2) Comprehensive General Liability covering all premises owned or under the control of the City.

(3) Liability for all motor vehicles and Equipment owned and provided by the City and operated by the Contractor under the scope of Services of this Contract.

(4) The City shall pay for and maintain its own Comprehensive General Liability Insurance or maintain a self-insuring fund for the term of this Contract for delivery of Services within the scope of this Contract in the amount determined by the City to adequately insure the City's liability assumed herein, but in no event shall coverage be less than the minimum amount of statutory waiver of sovereign immunity as provided by laws of the State of Georgia. In the event such coverage is modified in any regard before the expiration date of this Contract, and unless otherwise agreed, the City will provide at least thirty (30) days' prior written notice to the Contractor.

I.11 CONFLICTS OF INTEREST/COLLUSION/CONTINGENT FEES

(a) The Contractor shall not review or perform any Services regarding an application made to the City by any client of the Contractor unless the Services the Contractor performs for such client are unrelated to the City. In such instance, the Contractor shall disclose the relationship immediately to the City Manager, who may waive the potential conflict of interest, or may retain an alternate Contractor or service provider to the Contractor for those Services, the performance of which by the Contractor would create a perceived or real conflict of interest. If the Services relate to a fixed fee service, the fees for the alternate service provider shall be deducted from the fixed fee paid to the Contractor.

(b) Neither the Contractor nor any of its officers or employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with the Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.

(c) Neither the Contractor nor any of its directors, officers or employees shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions. The Contractor shall comply with all applicable anti-kickback laws and shall insert appropriate provisions in all subcontracts covering work under this Contract.

(d) Neither the Contractor nor any of its directors, officers or employees shall collude with other City contract providers regarding City business or matters. The Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion.

(e) The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Contract. This section does not encompass the Contractor's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of Services hereunder. For the breach or violation of this section, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

I.12 CITY POLICIES

The Contractor shall establish rules, regulations and policies for workplace practices that comply with all state, federal and local employment laws. The Contractor shall provide equal opportunity to all its employees and applicants for employment under this Contract without regard to race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

I.13 INDEPENDENT CONTRACTOR

(a) The Contractor, for the purpose of the Contract, is and shall remain an independent contractor. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers or employees of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor, but shall be subject to audit by the City, as described in Section I.18 of this Contract.

(b) The City shall exercise no control over the means and methods of accomplishing the work of any Contractor personnel under the Contract. The Contractor shall retain control over and be responsible for the details of how the Services under this Contract are to be performed by all Contractor personnel.

I.14 RIGHTS IN DATA, COPYRIGHTS AND DISCLOSURE

(a) Definition. The term "Data" as used in this Contract includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

(b) Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Contract shall be the property of the City and the City shall have the full right to use such data for any official purpose permitted under Georgia law, including making it available to the general public. Such use shall be without any additional payment to or approval by the Contractor. The City shall have unrestricted authority to publish, disclose,

distribute and otherwise use, in whole or in part, any data developed, prepared or received by the Contractor under this Contract.

(c) No data developed or prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the City. The Contractor shall not include in the data any copyrighted matter unless the Contractor obtains the prior written approval of the City Manager and provides the City Manager with written permission of the copyright owner for the Contractor to use such copyrighted matter in the manner provided herein.

(d) The records of the Contractor related to the provision of Services such as public records as defined in Georgia law under the Georgia Open Records Act (GORA), and records produced or maintained in accordance with this Contract, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under GORA are to be at the City offices or accessible and opened for public inspection in accordance with GORA and City policies. Public records requests for such records shall be processed in accordance with City policies and shall be administered by the City Manager or his designee. The Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law, as per the request of the City. For purposes of GORA, the City Manager is the custodian of all records produced or created as a result of this Contract. All public records requests shall go through the City Attorney for determination if records should be disclosed, before submitting the request to the Contractor. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records Contractor contends are not public.

(e) City's Rights on Termination. If this Contract is terminated for any reason prior to completion of the work, the City may, in its discretion, use any design and documents prepared hereunder; provided, however, that the City's use of such designs and documents following termination prior to completion of the work under this Contract shall be at the City's risk and without liability to the Contractor.

I.15 COMPLIANCE WITH LAWS/ADVICE OF OTHER PROFESSIONALS

(a) Compliance with Laws. The Contractor shall fully obey and comply with all local, state and federal laws, ordinances, and administrative regulations duly made in accordance therewith, which are or shall become applicable to the Services performed under the terms of this Contract. Any changes in costs to perform Services or comply with such laws, ordinances or administrative regulations or ability of the Contractor to perform Services due to changes in applicable laws, ordinances, governing permits, or administrative regulations after effective date of this Contract shall entitle the Contractor to modification of this Contract per Section I.3, Changes.

(b) City Attorney. The Contractor shall, on all legal matters, abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the City within the scope of Services to be provided pursuant to this Contract. In no event shall the Contractor be required to abide by the advice and direction of the City Attorney if such advice would, in the Contractor's opinion, cause the Contractor to violate any of its obligations under this Contract or other provision of law causing potential personal liability

for damages and which would not be covered by insurance provided pursuant to Section I.10, Insurance.

(c) Other Professionals. The Contractor shall abide by the advice and direction of various professionals advising the City (including, but not limited to, engineers, traffic engineers, planners, building officials, police officers and firefighters) on all matters within their respective expertise, subject to approval of the City Manager, in the performance of its duties as they relate to matters of the City within the scope of Services to be provided pursuant to this Contract. In no event shall the Contractor be required to abide by the advice and direction of such professionals if such advice or direction would, in the Contractor's opinion, cause the Contractor to violate any of its obligations under this Contract or other provision of law causing potential personal liability for damages and which would not be covered by insurance provided pursuant to Section I.10, Insurance.

I.16 CONFIDENTIAL INFORMATION

(a) The Contractor may be provided, have access to or become aware of the City's Confidential Information including the City's strategic plans, products, employee data, customer data and other technical and business information of the City (collectively referred to as the "Confidential Information"). The term Confidential Information includes the deliverables as well as all information generated by the Contractor that contains, references or is derived from the Confidential Information and the Services including, without limitation, the Contractor's summaries, analysis, extracts, working papers and notes relating to the Services and the Deliverables (referred to as the "Working Papers"). The Contractor agrees not to disclose the Confidential Information to third- parties without the prior written approval of the City and not to make use of the Confidential Information other than as needed to perform the Services. The Contractor further agrees that it will only disclose the Confidential Information to its personnel on a need-to-know basis solely for the performance of the Services and will protect the Confidential Information with the same degree of care that the Contractor uses to protect its own confidential information, but no less than reasonable care or as the various laws may require or impose.

(b) All Confidential Information as well as other documents, data and information provided to the Contractor by the City is and will remain the property of the City to the extent that it was the property of the City at the time it was provided to the Contractor.

(c) All Confidential Information shall be returned to the City by the Contractor within five (5) business days of the completion of the Services under this Contract. The Contractor will keep no copies of the Confidential Information except that the Contractor may retain one (1) copy of the Working Papers as required by law, regulation, professional standards or reasonable business practice. If requested by the City, an officer of the Contractor shall certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof (except for one copy of the Working Papers) have been delivered to the City or destroyed.

I.17 OWNERSHIP OF WORK PRODUCT DOCUMENTS

All work product prepared by the Contractor for the City shall immediately become the Property of the City. Any information, documents, reports or any other material which is given by the City

to the Contractor, or which is otherwise obtained or prepared by the Contractor exclusively for the City is and shall at all times remain the Property of the City.

I.18 AUDIT AND INSPECTION RIGHTS

(a) The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Contractor under this Contract, audit, or cause to be audited, those books and records of the Contractor that are related to the Contractor's payroll and performance under this Contract. The Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Contract. The Contractor shall make all necessary books and records available for audit in Fulton County, Georgia.

(b) The City may, at reasonable times during the term hereof, inspect the Contractor's facilities and perform such inspections and process reviews as the City deems reasonably necessary to determine whether the Services required to be provided by the Contractor under this Contract conform to the terms of this Contract. The Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

I.19 LICENSES, CERTIFICATIONS, AND PERMITS

The Contractor shall maintain in good standing at all times during the term of this Contract all required licenses, certifications, and permits required under local, state and federal laws necessary to perform the Services required.

I.20 PUBLIC RECORDS

The public shall have access, at all reasonable times, to all documents and information pertaining to the City, subject to the provisions of O.C.G.A. §50-14-1, et seq. The Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. The Contractor's willful failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Contract by the City. The Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, et seq., and the Georgia Administrative Code.

I.21 GOVERNING LAW AND CONSENT TO JURISDICTION

This Contract shall be construed in accordance with and governed by the laws of the State of Georgia. The Contractor submits to the jurisdiction of appropriate state and federal courts in any action or proceeding arising out of, or relating to, this Contract. Subject to the limitations of Section I.4, Disputes, venue of any state or federal action to enforce this Contract shall be in the Superior Court of Fulton County, Georgia, or the Northern District of Georgia Federal Court.

I.22 SURVIVAL OF PROVISIONS

Any terms or conditions of this Contract that require acts beyond the date of its termination shall survive the termination of this Contract, and shall remain in full force and effect unless and until the terms or conditions are completed.

I.23 MISCELLANEOUS

(a) Headings. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Contract.

(b) Severability. If any provision or subsection of any provision of this Contract or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, including the general provision of any invalid or unenforceable subsection of a provision, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

(c) Conflict. In the event of a conflict between the terms of this Contract and any terms or conditions contained in any attached documents, the terms in this Contract shall prevail.

(d) Entire Agreement. This Contract and its attachments constitute the entire agreement between the Contractor and the City and all negotiations and oral understandings between the parties are merged herein. No modification, amendment or alteration in the terms or conditions of this Contract shall be effective unless contained in a written document executed with the same formality as this Contract.

(e) Waiver. The waiver by either party or the failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

(f) Notices. Whenever either party desires to give notice to the other, such notice shall be given in writing, sent by certified U. S. Mail, return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this section. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the individuals and addresses set forth in Section J – Attachment 07 for giving of notice under this Contract.

(g) Assignability. Neither party shall assign any of the obligations or benefits imposed hereby or contained herein without the written consent of the other party. Such consent on behalf of the City must be evidenced by a duly passed resolution of City Council. Notice of assignment shall be mailed via U.S. Mail, return receipt requested, and any notice required hereunder shall be addressed to the party intended to receive the same at the address noted above. The Contractor shall coordinate and cooperate with the City as may be required for expeditious and efficient assignment of service pursuant to this section. In addition, the Contractor shall transition this Contract pursuant to this section in accordance with Section I.8, Transition.

(h) Binding Effect. This Contract shall inure to the benefit of and be binding upon the respective parties' successors.

Section J - List of Attachments

DOCUMENT TYPE	DESCRIPTION
Attachment 01	Statement of Work (SOW)
Attachment 02	Contract Labor Categories and Qualifications
Attachment 03	RESERVED
Attachment 04	Acronym List
Attachment 05	Contract Data Requirements List (CDRL) and Data Item Descriptions (DID)
Attachment 06	Task-Order Pricing Table
Attachment 07	Notice Representatives
Attachment 08	Contract Phase-In Price

Section J - Attachment 01
Statement of Work (SOW)

Statement of Work (SOW)
for
Information Services
for the
City of Sandy Springs, Georgia

STATEMENT OF WORK
FOR
INFORMATION SERVICES

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STATEMENT OF WORK
FOR
INFORMATION SERVICES

1.0 BACKGROUND

Incorporated in 2005, the City of Sandy Springs is home to more than 105,000 residents and is corporate home to a robust business community. Sandy Springs is located in Atlanta's dynamic metro north, less than an hour from the world's busiest airport. It is the second largest city in the Atlanta metropolitan area, including: a world-class medical center; Fortune 500 corporate headquarters; national river corridor; award-winning parks; and green neighborhoods.

The City utilizes an innovative public-private partnership ("PPP") model for operations and strives to sustain and further the attractive quality of life enjoyed by its residents. The PPP model provides a flexible and creative approach to anticipate and respond to the needs of the community. Aside from public safety (police and fire) and the City Manager's executive staff, general municipal services are provided by contractors working collaboratively with the City to provide a high level of services for Sandy Springs residents. This customer-focused mission has resulted in numerous awards and recognitions for the City including: *Top Ten Towns to Live In* (Nest.com); *Top Ten City for Millennials* (Niche); and *Most Customer-Friendly Town in America* (Yelp). The success of this PPP model in Sandy Springs continues to attract national and international attention.

2.0 INTRODUCTION

The City's Statement of Work (SOW) for the procurement of General Government Services is represented in the form of a Work Breakdown Structure (WBS). The SOW includes specific contract deliverables associated with the WBS Services component to ensure the City can effectively monitor Contractor progress and accomplishments.

References herein to the City Manager are intended to include the City Manager's designee, if a designee has been named or appointed by the City Manager. Failure to specifically refer to the City Manager's designee herein shall not be deemed to exclude a designee from acting on behalf of the City Manager.

Set forth below are the scopes of work for the WBS element represented in this SOW.

2.1 Information Services (WBS - SOW)

WBS SOW represents the scope of work for Information Services in connection with the General Government Services procurement, as indicated in the table below.

Level 1	Level 2	Description
4.0 Information Services	4.1 IT Infrastructure and Support	Manage the City's information network, support users through the deployment of technology solutions and necessary help desk operations.
	4.2 GIS Services	Support the City's mapping needs by maintaining and updating the current GIS database.

3.0 DETAILED DESCRIPTION OF REQUIRED SERVICES

The Contractor is expected to provide all services deemed necessary and essential by a municipal government for City operations as described in this SOW. The expected services to be performed shall include, but are not limited to, the following general and specific work requirements.

a) General Work Requirements

For all WBS elements described in this SOW, Contractor shall:

1) Provide services under the direction of the City official designated to ensure that requirements are effectively and efficiently performed. Such services shall encompass all those duties and functions reasonably and customarily associated with delivery of the required services in accordance with local, state and federal laws including, but not limited to, the City Charter, City ordinances and laws of the United States and the State of Georgia.

2) Furnish to and maintain for the benefit of the City all labor, supervision and equipment not otherwise provided which are necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated hereunder and as necessary to maintain the required level of service.

3) For each task order awarded pursuant to the Contract, the Contractor shall designate to the City Manager an individual with decision-making authority for the Contractor. Such individual shall act as a single point of contact for the Contractor and be available by telephone or in person at the request of the City Manager on an as-needed basis.

4) Develop, implement, maintain and improve strategies to attract and retain highly-qualified employees in the appropriate number to comply with the requirements hereunder and to fill vacancies in staffing promptly.

5) Devise, recommend and employ technology and process improvements to maximize efficiencies while maintaining reliable capabilities.

6) Establish and maintain team-oriented working relationships with the City, City employees and other City contractors and work cooperatively to ensure and maintain the effective delivery of services to the City.

7) Work cooperatively with the City, City employees and other City contractors to maximize performance in a budget constrained setting.

8) Work cooperatively with the City, City employees and other City contractors to ensure financial and accounting requirements are clearly communicated, understood, and satisfied for all City operations.

9) Maintain and account for all information, equipment and property which may be provided by the City for the Contractor's use during the period of performance.

10) Comply with all applicable local, state and federal laws, rules and regulations in the performance of its duties and responsibilities hereunder.

11) Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDA) forms on site in the City.

12) Comply with all local, state and federal documentation retention requirements including, but not limited to, the City's document retention schedules, as adopted and amended by City Council.

13) Communicate with the Mayor, City Council and media services only through the City Manager, or designee, unless otherwise authorized.

14) Maintain, for purposes of City business, business hours of 8:00 a.m. to 5:00 p.m. and provide appropriate staff to perform any after hour requirements hereunder, with the exception of City holidays.

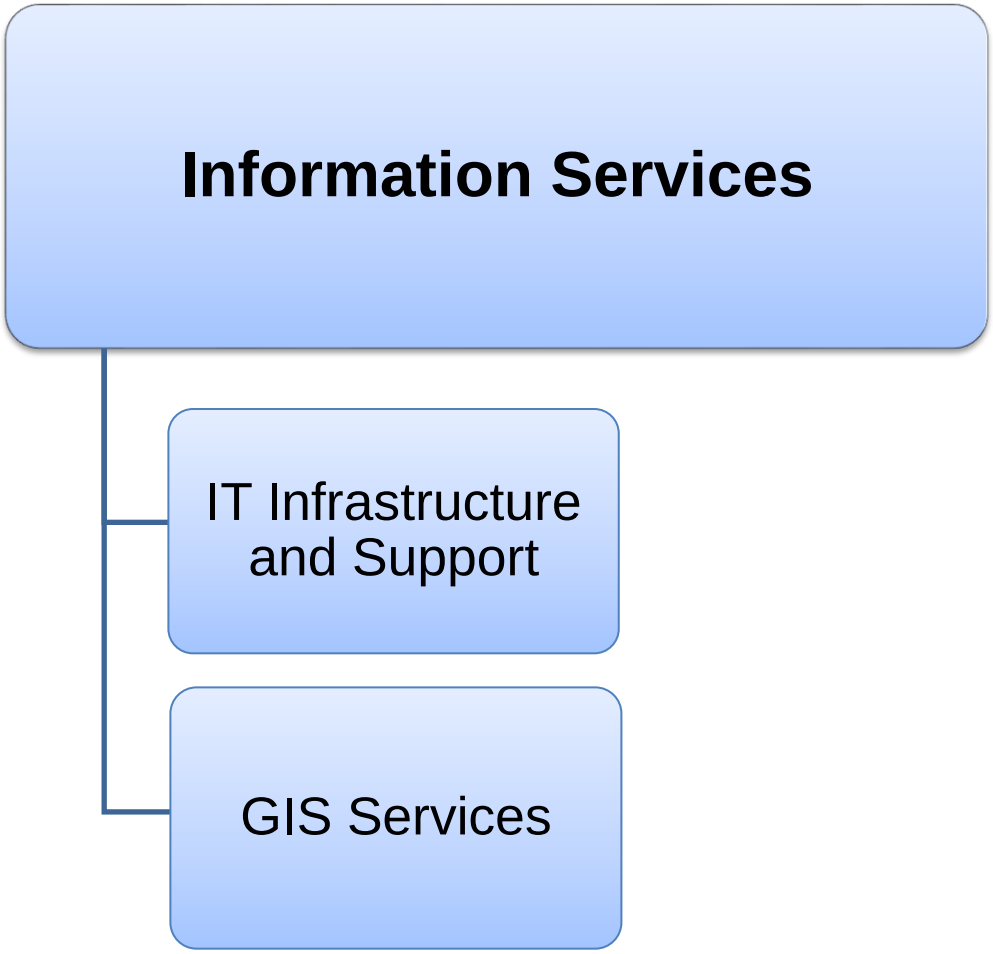
15) Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

16) Use the address of Sandy Springs City Hall for all City-related matters, including both incoming and outgoing mail.

17) Prepare and submit the deliverables required hereunder, as defined in the Contract Data Requirements (Deliverables) descriptions set forth below.

b) Specific Work Requirements

In addition, the Contractor shall provide the specific work requirements described following.



Note: All areas of Information Services are included in this procurement.

INFORMATION SERVICES (WBS 4.1 SOW – WBS 4.2 SOW)
In connection with all WBS elements within Information Services, the Contractor shall:

a) Provide all services deemed necessary and essential by a municipal government for the operation of an Information Services Department.

b) Provide services under the direction of the City Manager or designee.

c) Provide an Information Services Liaison, approved by the City, to work with the IT Director as necessary and proper to ensure services, duties and responsibilities set forth and contemplated by all WBS elements within Information Services.

3.1 IT Infrastructure and Support (WBS 4.1 SOW)

The Contractor shall provide the following services:

a) Maintain, install and provide periodic updates for City-provided computerized network systems, software and hardware to efficiently satisfy the City's business processes and needs.

b) Provide project management related to technology initiatives.

c) Maintain a City-provided domain to satisfy the City's business processes and needs.

d) Cooperate with the City to develop, implement and maintain IT strategies to improve efficiencies and maintain state-of-the-art IT systems.

e) Administer and maintain City-provided electronic mail servers, including archival of e-mails in compliance with State of Georgia records retention requirements.

f) Install, configure, monitor, and maintain all IT hardware (workstations, computers, monitors, servers, storage arrays, printers, multifunction copy machines, and facsimile machines, network switching equipment, and all other IT-related primary and peripheral equipment).

g) Install, configure, and maintain all servers to improve performance, mitigate against data loss, and minimize potential down time.

h) Administer and maintain the City's voice over Internet protocol telephone network(s) and voicemail system.

i) Administer and maintain the City's wireless device inventory and program.

j) Provide management and strategies for improvement of network resources for a centralized, on-site location for the primary storage of the City's data, as well as the management of the specified secondary and tertiary storage of the City's data.

k) Perform all IT services and provide all IT functions while maintaining data and systems security and preventing corruption through appropriate means.

l) Cooperate and integrate IT systems with various City departments.

m) Provide the onsite staffing required to perform the function of the IT Service/Help Desk. Urgent and emergency support must be available 24 / 7 / 365. Routine support must be available Monday – Friday from 7:00 a.m. to 5:00 p.m.

n) Provide support for and assist in deployment of eGovernment services through the City's website and other available platforms. Such services shall include, but not be limited to, payments for fees and fines, permit application submission, business licensing, reporting of problems, and information queries.

o) Cooperate with and provide complete access to City-provided IT systems at the request of City-approved IT auditors.

p) Maintain and provide inventory of all hardware, software, licenses, passwords and ensure that the inventory is available to the City Manager, or designee, at all times.

q) Cooperate with the City to develop, implement, maintain and improve security strategies to ensure the safety of the City's IT systems and data.

r) Monitor the City's IT systems for security breaches and immediately report any such breaches to the City Manager, or designee, for appropriate action.

s) Manage and maintain all licensing requirements for the City's IT systems in compliance with applicable City, state and federal laws.

3.2 Geographic Information System (GIS) Services (WBS 4.2 SOW)

The Contractor shall provide the following GIS services:

a) Cooperate with the City to manage, develop, implement, maintain and improve the GIS strategic plan.

b) Maintain, develop, implement, and improve GIS standards, policies and procedures.

c) Provide GIS training to City staff as necessary.

d) Design and model geodatabases for storing structured GIS content (support and manage existing GIS content and design and develop geodatabase models).

e) Maintain all existing and future GIS data layers.

f) Develop new data layers and maps requested by the City or its contractors to meet business needs.

g) Provide support services for City-provided GIS software and systems.

h) Maintain, store, and retrieve available documents and records from the City's GIS database.

j) Coordinate with and transfer data to and from necessary external entities including, but not limited to, Fulton County and the Chattahoochee River 9-1-1 Authority.

k) Maintain and update GIS databases on not less than a monthly basis.

l) Provide GIS related information and/or data in response to requests and needs of City departments and personnel.

m) Provide the public with access to City GIS files through the City website as directed.

n) Coordinate activities with the GIS subunit within various City departments.

o) Cooperate with and provide complete access to City-provided IT systems at the request of IT auditors.

4.0 CONTRACT DATA REQUIREMENTS (DELIVERABLES)

The following general contract data requirements (deliverables) associated with WBS 6.0 SOW – WBS 16.0 SOW are required to be submitted to the City Manager, or designee, to ensure the City can effectively monitor Contractor progress and accomplishments. Unless otherwise stated, all reports required by this SOW are due on a monthly basis. Specific contract data requirements (deliverables) are as described in Section J - Attachment 05 of the base Contract, entitled Contract Data Requirements List (CDRL) and Data Item Descriptions (DID).

4.1 INFORMATION SERVICES (WBS 4.1 SOW – WBS 4.2 SOW) IT Infrastructure and Support (WBS 4.1 SOW)

The Contractor shall provide:

a) Performance metrics report to be provided as required by the City.

b) Response and corrective action report to audit findings to be provided on a monthly basis.

c) Licenses of software, hardware, password inventory.

d) Security reports and analyses as requested by the City.

4.2 GIS Services (WBS 4.2 SOW)

The Contractor shall provide:

a) Performance metrics report to be provided as required by the City.

b) Response and corrective action report to audit findings to be provided as required by the City.

5.0 PERFORMANCE STANDARDS SUMMARY

The City will assess the Contractor's performance during each task order period of performance to determine the degree to which such performance has met the City's standards. This assessment will focus on six (6) criteria: capability and innovation, accountability, responsiveness, transparency, continuity and cost. The Contractor's performance on each criterion will be judged as having been "Excellent", "Satisfactory" or "Unsatisfactory" based upon performance metrics set forth in the task orders. The City will consider the results of this assessment when developing its objectives and approach to award follow-on task orders. The principal objectives of each assessment area are summarized in the following sections:

5.1 Capability and Innovation. The Contractor has provided qualified staff and maintained staffing levels (filled vacancies) consistent with the requirements of the WBS element or elements awarded under this SOW and has collaborated with City staff to research, evaluate and, if authorized, implement efficiency and cost savings improvements.

5.2 Accountability. The Contractor has met the performance standards defined for each WBS element awarded under this SOW.

5.3 Responsiveness. The Contractor has provided an appropriate and timely response to each of the City's requests.

5.4 Transparency. The Contractor has provided appropriate insight into the means, methods and costs of doing business and providing services.

5.5 Continuity. The Contractor has maintained high level of performance during the contract transition and transition to follow-on task orders.

5.6 Cost. The Contractor has met its proposed labor and materials budgets.

6.0 CITY FURNISHED PROPERTY

The City will provide all office supplies, furniture, fixtures, equipment, vehicles, computer hardware and software, and other property necessary to perform the services required by this SOW, pursuant to general contract provisions.

[End of Attachment 01 to Section J]

Section J – Attachment 02
Contract Labor Categories and Qualifications

INFORMATION SERVICES

GIS Technician - GIS technicians make maps and customized geographic information systems (GIS) applications and manipulate data to serve a variety of purposes. They read and interpret maps, manipulate and understand digital land data, and manage data entered into a GIS database. GIS technicians must have good attention to detail in order to maintain and enter data in a GIS database. They also need to have superb written and oral communication skills for creating and presenting data reports and training other people how to use GIS technology. They may also need to work on GIS programming. GIS technicians typically earn a Bachelor of Science degree in geography, computer science or engineering. Typical courses in these programs include GIS, geography, geosystems, historical geography, and computer architecture.

GIS Analyst II - Utilizes GIS techniques to provide a better understanding of certain variables in a given geographic location. Extracts data from GIS software and uses varying analysis methods to arrive at results. Recommends appropriate reactionary strategies in response to GIS analysis. Provides maps and data sets to clients to supplement analysis. Knowledgeable of GIS software and technology. Works in conjunction with CADD drafters and technicians. Requires a bachelor's degree in area of specialty and 2-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Typically reports to a supervisor or manager.

IT Support Specialist - Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks and monitors the problem to ensure a timely resolution. May require an associate's degree in a related area and 0-2 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.

Systems Administrator - Responsible for effective provisioning, installation/configuration, operation, and maintenance of systems hardware and software and related infrastructure. Responsible for the upkeep, configuration, and reliable operation of computer systems. The system administrator seeks to ensure that the uptime, performance, resources, and security of the computers they manage meet the needs of the users. To meet these needs, a system administrator may install or upgrade computer components and software, provide routine automation, maintain security policies, troubleshoot, or offer technical support for projects.

Senior Systems Administrator - Responsible for the technical design, planning, implementation, and the highest level of performance tuning and recovery procedures for mission critical enterprise systems. Serves as a technical expert in the area of system administration for complex operating systems. Recommends the redesign and configuration of operating systems and system applications. Investigates and analyzes feasibility of system requirements and develops system specifications. Identifies methods, solutions, and provides project leadership and management in order to provide a high level of service to the customers of the department.

Service Delivery Manager - Lead the Desktop support team to continually improve the desktop computing environment. Manage the desktop computing environment to ensure that laptops, PC's and other access devices are built and maintained to high standards of performance and security. Ensure that patching and anti-virus updates are carried out promptly and effectively. Oversees timely delivery of quality technical support service to clients. Tracks Service Desk escalation policies and procedures to ensure customer satisfaction

Network Administrator - Sets up, configures, and supports internal and/or external networks. Develops and maintains all systems, applications, security, and network configurations. Troubleshoots network performance issues and creates and maintains a disaster recovery plan. Recommends upgrades, patches, and new applications and equipment. Provides technical support and guidance to users. May require a bachelor's degree in area of specialty and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.

Senior Network Engineer - Sets up, configures, and supports internal and/or external networks. Develops and maintains all systems, applications, security, and network configurations. Troubleshoots network performance issues and creates and maintains a disaster recovery plan. Recommends upgrades, patches, and new applications and equipment. Provides technical support and guidance to users. May require a bachelor's degree in area of specialty and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.

Assistant IT Director - The Assistant IT Director is responsible for leading projects which includes planning, execution and managing the people, resources and scope of the project. The position is also responsible for the design and implementation of internal systems, including customer-facing hosted and cloud environments, as well as providing technical assistance to team members with system and network requests. Assists the Director in the development and implementation of long-range goals and objectives for the technology plan of the City. Also assists with the supervisory responsibility of the staff of the department (e.g., recommends and develops policy; interviews applicants; recommends hiring and discipline; leads, motivates, collaborates, empowers, rewards, coaches, and praises; trains and instructs employees; assigns and directs work; appraises and evaluates performance; addresses complaints and resolves problems);

Security Engineer Helps plan and carry out an organization's information security strategy. They develop a set of security standards and best practices for the organization, and recommend security enhancements to management as needed. They develop strategies to respond to and recover from a security breach. Information Security Engineers install and use software, such as firewalls and data encryption programs, to protect organization. If a breach has occurred, the Information Security Engineer leads incident response activities to minimize the impact.

[End of Attachment 02 to Section J]

Section J - Attachment 03
RESERVED

[End of Attachment 03 to Section J]

Section J - Attachment 04
Acronym List

ACA	Associate Contractor Agreement
BOAA	Basic Ordering Agreement Awards
C/PE	Cost/Price Evaluation
C&A	Capabilities and Approaches
CADD	Computer Aided Design and Drafting
CDRL	Contract Data Requirements List
CLC	Contract Labor Categories
CLIN	Contract Line Item Number
CM	City Manager
CMR	City Manager Representative
DIDs	Data Item Descriptions
E&PP	Evaluation and Past Performance
EEV	Employment Eligibility Verification
EFT	Electronic Funds Transfer
ERP	Enterprise Resource Planning
FBR	Fully Burdened Rates
FP	Fixed Price
FPR	Final Proposal Revisions
FTE	Full Time Equivalent
GIS	Geographic Information System
GORA	Georgia Open Records Act
GUI	Graphic User Interface
ID/IQ	Indefinite-Delivery, Indefinite-Quantity
IGE	Independent Government Estimate
JTR	Joint Travel Regulation
KPR	Key Personnel Resumes
MC	Model Contract
NTE	Not To Exceed
O.C.G.A.	Official Code of Georgia Annotated
ODC	Other Direct Cost
OSHA	Occupational Safety and Health Administration
PC	Performance Confidence
PCA	Performance Confidence Assessment
PDs	Position Descriptions
RDT	Rate Development Template
RFP	Request for Proposal
RTOP	Request for Task Order Proposal
SOW	Statement of Work
TAEP	Technical Acceptability Evaluation Proposal

TBD	To Be Determined
TCA	Compensation Template A
TCB	Compensation Template B
TCC	Compensation Template
TO	Task Order
TOP	Task Order Proposal
USDHS	U.S. Department of Homeland Security
WPCT	Work Package Cost Template

[End of Attachment 04 to Section J]

Section J - Attachment 05
Contract Data Requirements List (CDRL) and Data Item Descriptions (DID)

INFORMATION SERVICES WORK PACKAGE

Procurement: General Government Services – Information Services
Source Document: Final Statement of Work

Contract Data Requirements List (CDRL)

Document Title	Data Item Number	SOW Reference				
Performance Metrics Report	DI-COSS-IS-001	4.1	4.2			
Response and Corrective Actions Report	DI-COSS-IS-002	4.1	4.2			
Security Analysis Report	DI-COSS-IS-003	4.1				

Information Services Statement of Work cross-reference:

4.1 IT Infrastructure and Support (WBS 4.1 SOW)
4.2 GIS Services (WBS 4.2 SOW)

IT Infrastructure and Support (WBS 4.1) and GIS Services (WBS 4.2)			
Performance Metrics		**Data Item Number**	**DI-COSS-IS-001**
Report Contents:	The report shall, at a minimum, include the following items: 1. Uptime and downtime for City's network, switches, servers, including GIS, email and all systems owned or utilized by the City. 2. Number and type of requests for assistance (including Help Desk Tickets) received, responded to, and hours until resolution. 3. Server, network and switch performance and response time. 4. Memory and disk space capacity vs. utilization. 5. CPU load.		
Report Format:	The report format shall be jointly determined by the City and the Contractor.		
Reporting Period:	Calendar Month		
Report Frequency:	Monthly		
Submittal Date:	5th workday of the month following the reporting period.		
Medium:	Microsoft Excel		
Distribution:	**Position**	**Number of Copies**	**Delivery Address**
	IT Director	1	Via email - TBA

IT Infrastructure and Support (WBS 4.1) and GIS Services (WBS 4.2)			
Response and Corrective Actions Report		**Data Item Number**	**DI-COSS-IS-002**
Report Contents:	The report shall, at a minimum, include the following items: 1. Detail of actions taken to respond to audit results.		
Report Format:	The report format shall be jointly determined by the City and the Contractor.		
Reporting Period:	Calendar Month		
Report Frequency:	Monthly		
Submittal Date:	5th workday of the month following the reporting period.		
Medium:	Microsoft Excel		
Distribution:	**Position**	**Number of Copies**	**Delivery Address**
	IT Director	1	Via email - TBA

IT Infrastructure and Support (WBS 4.1)			
Security Analysis Report		**Data Item Number**	**DI-COSS-FS-003**
Report Contents:	The report shall, at a minimum, include the following items: 1. Information on variables requested by the City. 2. Network and system intrusions (attempts and actual), as well as the source (if known), point(s) of entry, system(s) impacted, and resolution. 3. System access and password policy compliance.		
Report Format:	The report format shall be jointly determined by the City and the Contractor.		
Reporting Period:	Calendar Month		
Report Frequency:	Monthly		
Submittal Date:	5th workday of the month following the reporting period.		
Medium:	Microsoft Excel		
Distribution:	**Position**	**Number of Copies**	**Delivery Address**
	IT Director	1	Via email - TBA

Section J- Attachment 06

Contract Labor Category	Base Contract (7/1/19-6/30/20)	Option Year 1 (7/1/20-6/30/21)	Option Year 2 (7/1/21-6/30/22)	Option Year 3 (7/1/22-6/30/23)	Option Year4 (7/1/23-6/30/24)
Information Services					
GIS Technician					
GIS Analyst II					
IT Support Specialist					
Service Delivery Manager					
Systems Administrator					
Senior Systems Administrator					
Network Administrator					
Senior Network Engineer					
Security Engineer					
Assistant IT Director					

Note: Offeror is to fill in all blank spaces

[End of Attachment 06 to Section J]

Section J - Attachment 07
Notice Representatives (Section 1.23(f))

For the Contractor: _____
_____
_____
_____
_____

For the City: John McDonough, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copy to: Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

[End of Attachment 07 to Section J]

Section J- Attachment 08
Contract Phase-In Price (Section B-1-(a))

CONTRACT LINE ITEM NUMBER ((CLIN)	TITLE	SERVICES	TYPE	PERIOD	AMOUNT
P-0004	Information Services Work Package	Task orders (TOs) will be issued for phase-in of Information Services as defined in the Statement of Work (SOW)	FFP	6/1/2019-6/30/2019	*Offeror to fill in*

Section K – Representations, Certifications and Other Statements of Contractors

DOCUMENT TYPE	DESCRIPTION
Attachment 01	Certification – Georgia Drug-Free Workplace Act
Attachment 02	Certification - Georgia Security and Immigration Compliance Act
Attachment 03	Affidavit Verifying Status for City Public Benefit Application

Section K - Attachment 01
Certification – Georgia Drug-Free Workplace Act

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, _____ _____, and I further certify that:

1. The provisions of §§ 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated (O.C.G.A.), relating to the "Drug-Free Workplace Act" have been complied with in full; and

2. A drug-free workplace will be provided for Contractor's employees during the performance of the Contract; and

3. Each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of O.C.G.A.§ 50-24-3"; and

4. The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

CONTRACTOR:

Date: _____

By: _____
Name: _____
Title: _____

[End of Attachment 01 to Section K]

Section K - Attachment 02
Certification – Georgia Security and Immigration Compliance Act

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, _____ _____.

As a condition of the Contract, Contractor agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 ("Act"), as codified in Sections 13-10-90 and 13-10-91 of the Official Code of Georgia Annotated ("O.C.G.A.") and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at http://www.dol.state.ga.us, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's ("USDHS") *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed from the Internet athttps://e-verify.uscis.gov/enroll/, in accordance with the provisions and timeline found in O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract, pursuant to O.C.G.A. § 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit with the Contract the affidavit as required pursuant to O.C.G.A. § 13-10-91 and Rule 300-10-1-.02and in the form shown in Rule 300-10-1-.07 of the Rules and Regulations of the State of Georgia, which rule can be accessed at http://www.dol.state.ga.us.

Contractor has:

____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. §§ 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide Services connected with the Contract, as required pursuant to O.C.G.A. § 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide Services connected with the Contract, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform Services under the Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. § 13-10-91 and Rule 300-10-1-.02and in the form shown in Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at http://www.dol.state.ga.us.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. §§ 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____ Signature: _____
Title: _____

[End of Attachment 02 to Section K]

Section K - Attachment 03
Affidavit Verifying Status for City Public Benefit Application (Section G.7 (e))

AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I state the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

_____.
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

   OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A.§ 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens
_____

**PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20_____

Notary Public: _____ My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

_____

[End of Attachment 03 to Section K]

IN WITNESS WHEREOF, the parties hereto have executed these presents in form and manner proper and sufficient in law as of the day and year written on the cover page to this Contract.

Sworn to and subscribed before me this

_____ day of _____, 2018.

_____
Notary Public

My Commission Expires:

_____

(NOTARIAL SEAL)

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

CONTRACTOR

Sworn to and subscribed before me this

_____ day of _____, 2018.

_____
Notary Public

My Commission Expires:

_____

(NOTARIAL SEAL)

_____
[NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 TYPE OF CONTRACT

The City contemplates award of fixed price incentive contracts resulting from the request for proposals ("RFP") issued by the City of Sandy Springs ("City") relating to the delivery of information services ("Information Services") for this solicitation ("Solicitation").

L.2 SOURCE SELECTION METHODOLOGY

L.2.1 Best Value Selection

This is a best value source selection acquisition ("Procurement"). There are three (3) evaluation factors: Capabilities and Approaches, Performance Confidence, and Cost/Price.

L.2.2 Number of Awards

It is the City's intent to award multiple Indefinite-Delivery, Indefinite-Quantity (ID/IQ) contracts for the delivery of General Government Services, to the Offeror presenting the Proposal which will provide the best overall value to the City; however, the City reserves the right to make a single award or no award, if these options are in the City's best interest. The instructions, conditions and notices in this section are designed to assist Offerors in preparing a complete response that reflects the proposed approach to accomplish all contractual requirements. Section M provides further detail as to how Proposals will be evaluated.

L.2.3 Award without Discussions

The City may award without discussions; therefore, a Proposal should contain the Offeror's best terms for Capabilities and Approaches, Performance Confidence and Cost/Price, as described herein. The City reserves the right to conduct discussions if they are later determined to be necessary. If the City awards without discussions, the Offeror may be given the opportunity to clarify certain aspects of its Proposal, such as the relevance of an Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond, or to resolve minor or clerical errors.

L.3 PRE-PROPOSAL CONFERENCE WITH OFFERORS

The City will hold a pre-proposal conference on December 12, 2018. Although attendance is not mandatory, it is advised, and will be beneficial in the preparation of a Proposal. See paragraph L.6.1, Solicitation Questions, for information regarding the submittal of questions related to this Solicitation.

L.4 CITY FURNISHED PROPERTY

The City will make available for use by the successful Offeror all property necessary for performance of the contract resulting from this Solicitation ("Contract") on a no-charge-for-use basis. The Contract will be in the form of the model contract included in the RFP ("Model Contract"). Property requirements shall be presented in the Offeror's Capabilities and Approaches Proposal (Volume 1). Specific Proposal preparation instructions are presented in Table L-1.

L.5 PROPOSAL MARKING AND DELIVERY

L.5.1 Proposal Due Date

Proposals are due on January 31, 2019, no later than 2:00 P.M. EST. Proposals received after the due date and time will not be accepted.

L.5.2 Delivery Method

Proposals shall be delivered to the designated receiving office by one (1) of the following methods:

1. Commercial Delivery Service (e.g., FedEx, UPS, DHL, etc.)
2. Delivery by Offeror's employee or other individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the Proposal to the designated receiving office no later than the date and time stated in the Solicitation. Submittals sent by email will not be accepted.

L.5.3 External Marking of Proposal Package(s)

All Proposal packages shall be closed, sealed, and marked in large letters **"PROPOSAL – DELIVER UNOPENED"**. Proposal packages shall be labeled with the Solicitation number and the Procurement Officer's name, provided in paragraph L.5.4 below. The Offeror's name and address shall be clearly marked on the outside of each Proposal package.

Offerors choosing to use a commercial delivery service shall include the following notice on the outside of the Proposal package:

> **"NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (ENTER DATE AND TIME)."**

L.5.4 Procurement Officer and Designated Receiving Office Delivery Address

The current Procurement Officer is Ms. Charise Glass. Proposals shall be addressed to the Procurement Officer and delivered to the following address:

> **City of Sandy Springs**
> **Attn: Charise Glass, Procurement Officer**
> **1 Galambos Way Reception Desk**
> **Sandy Springs, Georgia 30328**

L.6 COMMUNICATIONS REGARDING THIS SOLICITATION

L.6.1 Solicitation Questions

Questions or comments regarding this Solicitation **shall be submitted in writing via e-mail to the Procurement Officer only** (see e-mail address below). The Offeror shall clearly reference the section and page numbers of the RFP that are applicable to the question(s) or comment(s) submitted.

Name: Charise Glass
Email: purchasing@sandyspringsga.gov

> **Note: Oral questions will not be accepted due to the possibility of misunderstanding or misinterpretation.**

Offerors shall submit any questions or comments on the final RFP no later than 5:00 P.M., EST, on December 21, 2018 to allow for analysis and dissemination of the City's responses in advance of the Proposal due date**.** All questions and comments submitted by Offerors and the City's responses thereto will be posted under "FAQ" on the left side of the City's general procurement

website at http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements.

L.6.2 Limits on Communications

The principal point of contact for this procurement is the Procurement Officer. The Procurement Officer can be reached via e-mail at purchasing@sandyspringsga.gov. Until a contractor is selected and the selection is announced regarding the Procurement, elected officials, Source Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this Procurement shall not communicate regarding the Procurement for any reason with any potential or interested contractors, vendors, City staff, or contracted personnel except through the City's Procurement Officer or designated successor.

For violation of this restriction, the City reserves the right to reject the Proposal of any potential or interested contractor or vendor who knowingly participates in such violation. Any City staff or elected officials who violates this restriction acknowledges such conduct may result in an ethics violation pursuant to the City's ethics ordinance and/or disqualification from further participation in, or briefing on, the Procurement. **All communications concerning this Procurement shall be directed to the Procurement Officer.**

L.7 OFFER ACCEPTANCE PERIOD

Proposals submitted in response to this Solicitation shall remain firm for two hundred seventy (270) days after the date specified for receipt by the City and shall contain a statement to this effect.

L.8 INSTRUCTIONS FOR PROPOSAL PREPARATION

This section provides detailed instructions to Offerors to be used in the preparation of Proposals. The section is organized as follows:

L.8.1 Introduction
L.8.2 Period Covered by Procurement
L.8.3 Work Package
L.8.4 Most Important Requirements
L.8.5 Proposal Arrangement, Presentation, Page Limitations and Copies
L.8.6 Executive Summary
L.8.7 Volume I – Capabilities and Approaches Proposal
L.8.8 Volume II – Performance Confidence Proposal
L.8.9 Volume III – Cost/Price Proposal
L.8.10 Volume IV – Model Contract

L.8.1 INTRODUCTION

In providing these instructions, the City intends to solicit information that will permit a comprehensive evaluation of Proposals. The information solicited will demonstrate the Offeror's competence and capability to successfully complete the requirements specified in the SOW. Generally, the Proposal shall:

1. Demonstrate the Offeror's understanding of the general and task specific requirements of the Procurement;
2. Convey the Offeror's capabilities for transforming understanding into accomplishment;
3. Provide in detail the Offeror's plans and methods for so doing; and
4. Provide, as requested below, the cost/price associated with so doing.

The Proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and substantiation of all information. The Proposal shall not simply rephrase or restate the City's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are, in fact, discouraged.

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the City to conduct a fair and uniform evaluation of Proposals in accordance with the evaluation factors and subfactors provided in Section M of the Solicitation. The items listed are not, however, all-inclusive and the Offeror should include in its Proposal any further discussion believed to be necessary or useful in demonstrating the Offeror's ability to perform the work under the Contract. The instructions in this part of Section L are directly related to the evaluation factors set forth in Section M.

The City will not accept Proposals with alternate terms and conditions.

L.8.2 PERIOD COVERED BY PROCUREMENT (see Model Contract, Section F.2)

This Solicitation covers a period of five (5) years and a period of thirty (30) days for phase-in (see Table L-1 General Requirements, Continuity, subparagraph a) – Phase-In Plan and paragraph L.8.3 below). For contracting purposes, the total period is as follows:

Anticipated Dates	Duration	Contractual Coverage
6/1/19 – 6/30/19	30 Days	Phase-In
7/1/19 – 6/30/20	1 Year	Base Period
7/1/20 – 6/30/21	1 Year	Option 1
7/1/21 – 6/30/22	1 Year	Option 2
7/1/22 – 6/30/23	1 Year	Option 3
7/1/23 – 6/30/24	1 Year	Option 4

The City is not obligated to exercise any option if it determines for any reason that doing so is not in its best interest.

L.8.3 PHASE-IN PLAN

The City anticipates a need for the successful Offeror ("Contractor") to assist the City's Finance Director and incumbent in transitioning and initiating necessary training for any new staff in regards to the City's Enterprise Resources Planning (ERP) system. Specific tasks associated with this assistance are:

1. Participate in training activities, which shall be conducted by the ERP provider;

2. Work with incumbent staff to:

    a. Understand and evaluate policies and procedures;
    b. Gain access and passwords to all current systems;
    c. Meet essential contacts and business partners;
    d. Understand budget development process and procedures; and
    e. Assist with year-end procedures.

The Offeror shall address its approach to accomplish these tasks in response to "Continuity" requirement: a) Phase-in Plan, subparagraph 2, "Schedule (Phase-in Activities)" of Table L-1, Volume I – Capabilities and Approaches Proposal Preparation Instructions and Evaluation Criteria.

The Offeror shall consider the effect this work has on the phase-in schedule and propose a period of performance sufficient to successfully meet this and all other phase-in requirements. However, the proposed period of performance shall not exceed 45 calendar days and the end date shall be consistent with the phase-in period of performance specified in L.8.2 above.

L.8.4 MOST IMPORTANT REQUIREMENTS

The City has identified the following most important requirements to be considered in conducting a comprehensive evaluation of Proposals:

Accountability – Improved measures for meeting Contract requirements
Responsiveness – Timely response to requests and inquiries
Transparency – Greater insight into Contractor cost of services
Continuity – Continuous high-level of service
Capability – Increase capability and opportunity for innovation in functional areas

Proposal instructions and evaluation criteria have been crafted specifically to address each of these most important requirements.

L.8.5 PROPOSAL ARRANGEMENT, PRESENTATION, PAGE LIMITS AND COPIES

L.8.5.1 Proposal Arrangement

Offerors shall arrange their Proposals as set forth below. Detailed instructions for the preparation of Volume I are presented in Table L-1.

Table L.1 Proposal Arrangement Requirements

Volume No.	Title	Page Limits (see L.8.5.3)	Electronic Format
I	Capabilities and Approaches	See below	
	Executive Summary	2	Adobe PDF (on USB)
	General Requirements	25	
	Accountability	Included in 25 page limit	Adobe PDF (on USB)
	Responsiveness	Included in 25 page limit	Adobe PDF (on USB)
	Transparency	Included in 25 page limit	Adobe PDF (on USB)
	Continuity	Included in 25 page limit	Adobe PDF (on USB)
	Information Services Work Package	10	Adobe PDF (on USB)
	Key Personnel Resumes*	3 per resume	Adobe PDF (on USB)
	Commitment Letters*	1 per key person	Adobe PDF (on USB)
II	Performance Confidence	15	Adobe PDF (on USB)
	Subcontractor Consent Letter(s)	No Limit	Adobe PDF (on USB)
	Safety and Environmental Performance Data	No Limit	Adobe PDF (on USB)
III	Cost/Price	No Limit	Microsoft Office within one version of most current
IV	Model Contract	No Limit	Microsoft Office within one version of most current

*Key Personnel Resumes and Commitment Letters are not included in the page count limits.

L.8.5.2 <u>Presentation</u>

Volumes shall be separately bound in three (3) ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included in each binder, clearly marked with date of offer, volume number, title, copy number, Solicitation number and the Offeror's name. The same identifying data shall be placed on the spine of each binder. Information shall not be incorporated by reference. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially with Arabic numerals for contents subject to page limitations or with lower case Roman numerals for introductory contents (e.g., title pages, tables of contents, and acronym lists). Offerors shall tab each subsection within each volume for ease of reference. Tabs and dividers are not included in the page count limits.

L.8.5.3 <u>Proposal Page Limitations</u>

The following page limitations are established for Proposals submitted in response to this Solicitation. See paragraph L.8.5.1 for specific volume page limits.

1. Title pages, tabs, dividers, tables of contents, resumes, commitment letters and compliance matrices are excluded from the page counts specified above. Additionally, all sections of the Proposal that are not page limited shall be strictly limited to only the information requested by this Solicitation for that section. Information that can be construed as belonging in one (1) of the other sections of the Proposal will be so construed and counted against that section's page limitation, if applicable.

2. A page is defined as one (1) side of a sheet, 8 1/2" x 11", with at least one (1) inch margins on all sides, using Calibri 12-point font. No less than Calibri 10 point font shall be used for figures and tables. Foldouts count as an equivalent number of 8 1/2" x 11" pages (e.g., 11" x 17" foldout counts as two (2) pages). The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

3. If final Proposal revisions ("FPR") are requested, separate page limitations will be specified in the City's FPR (see Section M of RFP – Evaluation Factors for Award).

4. Pages submitted in excess of the limitations specified in this provision will not be considered or evaluated by the City.

L.8.5.4 Proposal Copies

Proposal Volumes shall be submitted in the number of copies indicated below. Each volume shall be submitted on a separate universal serial bus ("USB").

Volume	Title	Copies
I	Capabilities and Approaches	1 Hard Copy, 2 Electronic USBs
II	Performance Confidence	1 Hard Copy, 2 Electronic USBs
III	Cost/Price	1 Hard Copy, 2 Electronic USBs
IV	Completed Model Contract	1 Signed Original, 2 Electronic USBs

L.8.5.5 Electronic Submittal

Each Offeror shall submit its Proposal in two (2) formats, one (1) in a conventional hard copy bound format in the quantities specified above and one (1) in an electronic format on a USB. Electronic submissions shall be compatible with the software and hardware specifications described below. USBs shall be labeled or tagged with the RFP number, Offeror name, submittal date, and an indication of the files or range of files contained on the USB.

Electronic copies of the Proposal shall be submitted in Adobe PDF format, except the Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, and not in a Microsoft Word or Adobe PDF file. The Model Contract shall be submitted in Microsoft Word format. If any inconsistency exists between data provided electronically and hard copies, the hard copy data will be considered the intended data. For electronic submissions, each volume of the Proposal shall be submitted as a separate electronic file.

L.8.6 Executive Summary

The Executive Summary shall be a concise summary of the Proposal including significant risks and highlights of key or unique features, excluding cost/price. The salient features should tie in with Section M evaluation factors/subfactors. Any summary material presented in the Executive Summary shall not be considered as meeting the requirements for any portions of the other parts of the Proposal. The Executive Summary shall be included in Volume I.

L.8.7 Volume I – Capabilities and Approaches Proposal

Detailed instructions for the preparation of Volume I are presented in Table L-1. Offerors are cautioned to pay particular attention to the instructions in the "Section L" column and related criteria in the "Section M" column when organizing and developing Proposal content.

Volume I – Capabilities and Approaches Proposal shall be organized as follows:

Executive Summary
Section 1 – General Requirements
Section 2 – Task Specific Requirements

L.8.8 <u>Volume II – Performance Confidence Proposal</u>
The City will assign a Performance Confidence rating based on an integrated assessment of the Offeror's relevant experience and past and present performance.

Volume II – Performance Confidence Proposal shall be organized as follows:

Section 1 - Reference Contract Information (see paragraph L.8.8.3)
Section 2 - Performance Confidence Questionnaire List (see paragraph L.8.8.4)
Section 3 - Subcontractor Consent Letter(s) (see paragraph L.8.8.5)
Section 4 - Safety and Environmental Performance Data (see paragraph L.8.8.6)

L.8.8.1 <u>Prime Contractor and Subcontractors</u>
Provide information from organizations and companies for which Offeror has previously performed work. Offerors and any major subcontractors shall each provide information on no less than three (3) and no more than five (5) past or present contracts. Major subcontractors are defined as teaming partners or subcontractors performing effort estimated as greater than ten percent (10%) of the annual contract value. It is the responsibility of the prime contractor to integrate major subcontractor inputs within the page constraints of the volume.

L.8.8.2 <u>Contract Recency</u>
Offerors shall consider both the nature and magnitude of the effort(s) as they relate specifically to this requirement. No specific period is defined for contracts to be submitted for evaluation under this factor; however, Offerors are advised that the City's evaluation of submitted contracts for Performance Confidence will include an evaluation of how recently performance has occurred.

L.8.8.3 <u>Reference Contract Information</u>
The following information shall be provided for each reference contract:

1. Contract number
2. Contract value
3. Client (government agency or company name)
4. Points of Contact (including address, telephone and fax numbers, and e-mail address)
   a. If a government agency, include both the contracting officer and the contracting officer's technical representative points of contact
   b. If a commercial reference, include both a contract administrator and functional or technical manager
5. Contract description
6. Place of performance
7. Period of performance
8. Contract type
9. Status of contract (current, terminated (if so, why), successfully completed (include completion date))
10. Discuss the relevance of the reference contract to the work on this Contract

11. Discuss any unique schedule requirements and cost performance issues, including initiatives for resolution

NOTE: Reference contracts shall not include the City or representatives of the City, whether or not the Offeror has previously provided services to the City or is currently providing services to the City.

L.8.8.4 Performance Confidence Questionnaires

In addition to the information above, Offerors and any major subcontractors, as defined above, shall each cause to be submitted to the City the Performance Confidence Questionnaire, Attachment L-2, for the reference contracts cited above. The Offeror is responsible for ensuring that each of its references, including those from its major subcontractors, returns a copy of each questionnaire directly to the Procurement Officer in a sealed envelope or by e-mail to the contact identified below. The Offeror shall include in its Volume II Proposal a list of those to whom the questionnaire was sent, including the name of the individual to whom it was sent, his or her current and verified phone number, e-mail address, name of organization, and reference contract number. Out of date phone numbers, e-mail addresses, or contact information may result in a finding by evaluators that the information provided is not responsive and will not be considered. If the City does not receive completed Performance Confidence Questionnaires from all reference contracts cited above, evaluators may determine a “no confidence” rating is appropriate.

The Offeror should send Performance Confidence Questionnaires, Attachment L-2, to references that are most relevant to work described in this Solicitation. The Offeror shall complete Section I of the Performance Confidence Questionnaires before sending to references for completion and delivery to the City. References with government contracts are preferred, but not required. The Offeror is responsible for ensuring that its contract references send completed Performance Confidence Questionnaires to the Procurement Officer at the address below. Performance Confidence Questionnaires are due on or before the Proposal due date (see paragraph L.5.1).

NOTE: Questionnaires shall not be sent to the City or representatives of the City for completion, whether or not the Offeror has previously provided services to the City or is currently providing services to the City. The City will not consider a Questionnaire response from a representative of the City.

Questionnaire Submission Address

City of Sandy Springs
General Government Services Procurement
Attn: Ms. Charise Glass, Procurement Officer
1 Galambos Way Reception Desk
Sandy Springs, Georgia 30328
E-mail: purchasing@sandyspringsga.gov

L.8.8.5 Subcontractor Consent Letter(s)

Past performance information pertaining to a subcontractor cannot be disclosed without the subcontractor’s consent. The Offeror should provide with the Proposal a letter from each major subcontractor consenting to the release of the subcontractor’s past performance information to the Offeror. Subcontractor consent is excluded from page count limitations.

L.8.8.6 Safety and Environmental Performance Data

The Offeror shall provide a statement of its past safety and environmental performance on reference contracts identified above for past performance for the Offeror and major subcontractors. The statement shall include the following elements:

L.8.8.6.1 Safety Performance. The Offeror shall include OSHA citations of the Offeror's operations during the past three (3) years. For those reference contracts cited above, the Offeror shall include records of OSHA recordable injuries and illnesses. The records typically include, for each worksite, as a minimum, one (1) copy of each year's OSHA logs for the past three (3) years including the number of employees and total labor hours at the worksite, the calculated OSHA recordable frequency rate, and the North American Industrial Classification Code utilized.

L.8.8.6.2 Environmental Performance. The Offeror shall include environmental related citations of the Offeror's operations in the past three (3) years for the Offeror and major subcontractors. Citation sources include, but are not limited to, federal, state, and local environmental agencies.

L.8.9 <u>Volume III – Cost/Price Proposal</u>

To ensure that the City is able to perform a fair assessment of the Proposal price, each Offeror is required to submit a Cost/Price Proposal in Microsoft Excel that is suitable for evaluation. A Cost/Price Proposal that is suitable for evaluation shall:

1. Account for all resources necessary to complete requirements of the proposed Work Package.
2. Be traceable to the Capabilities and Approaches volume.
3. Explain in detail all pricing and estimating techniques including a discussion of the components of the "Burden (%)" used to calculate the Offeror's fully burdened labor rates. (See Rate Development Template instructions in paragraph L.8.9.4.1)
4. Disclose the basis of estimates for all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the City's understanding and ability to mathematically verify these estimating techniques.
5. Present all data required by the applicable Cost/Price templates and Task Order(s) and the Model Contract, Section B.4 – Task Order Pricing table (see Section J – Attachment 06).

NOTE: With regard to Items 3 and 4 above, the City does not require Offerors to disclose the cost or percentage each component the burden represents. Rather, the City is interested in knowing what the components of the burden are and what type of costs each component is designed to offset.

Volume III – Cost/Price Proposal shall be organized as follows:

Section 1 – Cost/Price Narrative (see Items 3 and 4 above)
Section 2 – Cost/Price Templates (see paragraph L.8.9.4 and Attachment L-3)
Section 3 – Task Order Proposals (see paragraph L.8.9.5 and Attachment L-4)

NOTE: DO NOT INCLUDE COST/PRICE DATA IN ANY OTHER PROPOSAL VOLUME.

L.8.9.1 <u>Contract Labor Categories (CLCs)</u>

Contract Labor Categories are provided in the RFP to facilitate a consistent evaluation among Offerors. The Offeror's templates shall demonstrate a clear mapping of the Offeror's labor categories to the CLCs provided. The labor categories and associated rates being provided by

the Offeror shall reconcile with the CLCs provided in the Model Contract, Section B.4, Task Order Pricing. CLC position descriptions and qualifications are provided in Section J – Attachment 02 to the Model Contract.

L.8.9.2 Cost/Price Templates

Offerors shall complete a set of Cost/Price templates according to the instructions in paragraph L.8.9.4. Using the Cost/Price templates, the Offeror shall develop a fully burdened labor rate ("FBR") for each contract labor category, allocate hours among labor categories and present the total cost for the Base Contract Year and, for evaluation purposes only, the Option Years. It is the Offeror's responsibility to incorporate subcontractor rates and hours into its cost templates, as appropriate.

The Cost/Price templates are Excel Workbooks organized as five (5) worksheets:

1. Rate Development Template (RDT)
2. Work Package Cost Template (WPCT)
3. Phase-in Template (PIT)
4. Compensation Template A – Fringe Benefit Cost Analysis (TCA)
5. Compensation Template B – Fringe Benefit Policies (TCB)

To achieve standardization, Offerors shall complete the Cost/Price templates without changing or modifying the structure of the worksheets, except as specifically noted in the individual worksheet instructions presented in paragraph L.8.9.4, Cost Template Instructions.

L.8.9.2.1 Pricing Model

The goal of the Cost/Price templates is to provide a comprehensive working model of the Offeror's Cost/Price Proposal in an automated format. The pricing model is designed to facilitate changes to source data such as direct labor hours and/or rates and be sophisticated enough to compute the total impact of various changes to both cost and price. It is important that the Cost/Price templates ensure fidelity and are error free.

To facilitate Cost/Price Proposal evaluation, Offerors shall submit complete sets of Cost/Price templates for each individual Work Package proposed. See paragraph L.8.9.6 for specific submittal requirements.

Cost/Price templates were prepared using Microsoft Excel. Offerors shall not change formulas used in the Cost/Price templates workbook or the linkage between worksheets. External links to any outside data, i.e., data not provided in the Cost/Price Proposal, are prohibited. The worksheets shall not contain any macros or hidden cells. The worksheets shall not be locked, protected or secured by passwords.

L.8.9.3 Electronic Cost/Price Proposal

The City intends to use a personal computer with Microsoft Excel to aid in the evaluation of Cost/Price Proposals. In addition to the hard copy requirements, each Offeror is required to submit its Cost/Price templates on USB. Each USB provided shall have an external label indicating:

1. The name of the Offeror
2. The RFP number
3. The submittal date
4. The files/workbooks or range of files/workbooks contained on the USB

L.8.9.4 Cost Template Preparation Instructions

Offerors shall complete the five (5) Cost/Price templates for each Work Package proposed (see Attachment L-3). Major subcontractors are also required to complete particular templates as specified below. Major subcontractors are defined as teaming partners or subcontractors performing effort estimated as greater than ten percent (10%) of the annual contract value. The Offeror is responsible for incorporating all subcontractor data into its Cost/Price Proposal.

L.8.9.4.1 Rate Development Template (RDT)

The Rate Development Template for this Work Package shows how the Offeror arrived at its individually proposed Fully Burdened Rate (FBR) for each contract labor category. An FBR is a percentage calculated by the Offeror to include the components that account for health and welfare benefits, statutory expense, other indirect expense, general and administrative (G&A) expense and profit. Please review attachment L-3: Cost Template Instructions for further information on the specific cost price template spreadsheets that will detail the components and math calculations to establish your fully burdened rate. Appropriate General Government Services Contract Labor Categories (CLC) are provided in the templates.

To complete the RDT, the Offeror shall provide its proposed direct labor rates for each contract labor category for the first year of the Contract ("Base Contract Year"); the "Burden %" applicable to each contract labor category and the "Annual Escalation %" which is applied to the Contract option years 1 through 4 (collectively, "Option Years"). The Annual Escalation % shall be applied 100% to personnel salaries (unless otherwise authorized by the City Manager), and not to be applied as an increase to the contractor's Burden %. Given this input data, the RDT calculates the fully burdened rate for the Base Contract Year and each of the Option Years.

The direct labor rate (Direct Labor ($)), is defined as the hourly salary rate, i.e., annual salary divided by 2080 hours per year.

NOTE: The FBR developed on each Rate Development Template and the FBR entered in RFP Section B.4, Task Order Pricing (Section J – Attachment 06), shall be identical. The FBR entered in the corresponding Task Order(s) cannot exceed the rates on the RDT or in Section B.4, Task Order Pricing (Section J – Attachment 06).

L.8.9.4.2 Work Package Cost Template (WPCT)

The Work Package Cost Template is used to develop the labor component (hours and cost) for each General Government Services Work Package offer.

The template is organized into three (3) sections:

Section 1: Full Time Equivalent Hours. The Offeror shall determine the mix of labor categories and the labor hours required to perform the services described in the Statement of Work for each Work Package during the Base Contract Year. The template extends the Base Contract Year hours to each of the Option Years.

NOTE: The Full Time Equivalent (FTE) hours entered on the Work Package Cost Template (WPCT) and the FTE hours entered on the Task Order shall be identical.

Section 2: Fully Burdened Rates. In this section, the template automatically displays the Fully Burdened Rate (FBR), developed on the Rate Development Template, for each contract labor

category against which the Offeror applied hours in Section 1.

Section 3: Fully Burdened Labor Cost. In this section, the template calculates the Fully Burdened Labor Cost for each contract labor category against which the Offeror applied hours in Section 1 and totals the Fully Burdened Labor Cost for each Contract year.

The Fully Burdened Labor Cost (WPCT, Section 3) for each of the Options Years is for evaluation purposes only. These data are intended to provide the City visibility regarding the effect of escalation of the proposed rates in the Option Years. Therefore, each Option Year's labor cost is calculated using hours identical to those hours the Offeror developed for the Base Contract Year.

L.8.9.4.3 Phase-In Template (PIT)

This template is designed to show the total phase-in cost, including all subcontractor phase-in costs and fee. This template must be supported by a narrative basis of estimate ("BOE"). The Offeror shall include all skills and hours on this template and should add rows if needed to account for all labor required. The Offeror shall use the contract labor categories for skill mix, if appropriate, or include its labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, employee relocations, other, etc.) necessary for accomplishment of phase-in requirements. The phase-in template is to include all phase-in costs necessary for each Work Package implementation.

NOTE: PHASE-IN SHALL BE PROPOSED ON A FIRM FIXED PRICE BASIS.

L.8.9.4.4 Compensation Template A - Fringe Benefit Cost Analysis (TCA)

The Fringe Benefit Cost Analysis template presents the average hourly cost of each Health and Welfare benefit for exempt, non-exempt and part-time employees, if differences exist between these classifications. A separate template is required of the Offeror (Prime Contractor) and all proposed major subcontractors.

In the columns under the heading, "Average Cost as a % of Wages" the Offeror (Prime Contractor) and major subcontractor(s) shall enter the average percentage cost of annual wages associated with each fringe benefit, e.g., life insurance, disability insurance, etc.

The City requires the information requested in the TCA template to perform a comprehensive analysis of the total compensation being offered to prospective employees supporting the City. The State of Georgia Open Records Law requires public access to government documentation. Case law supports proposals submitted to a local government as government documentation releasable under the Georgia Open Records Law. In order to maintain the proprietary nature of the information provided to the City in the TCA template, the Offeror should specifically mark the TCA template as proprietary. If the Offeror specifically marks the TCA template as proprietary, the City will use this information for evaluation purposes only. The City will return the TCA template to the Offeror following evaluation if the Offeror provides a self-addressed, stamped envelope to the Procurement Officer with its Proposal.

L.8.9.4.5 Compensation Template B - Fringe Benefit Policies (TCB)

The Fringe Benefits Policies template provides the City visibility into the Offeror's personnel and fringe benefits policies applicable to the General Government Services workforce upon Contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation of the implications of these policies for the workforce. Separate templates are required

for the Offeror (Prime Contractor) and major subcontractor(s). Policy or benefit differences among employee classification shall be highlighted.

In addition to the personnel policy and benefit descriptions, the Offeror shall provide the percentage of insurance benefit cost paid by the employer and the employee, i.e., co-pays and the employer/employee share; specific eligibility criteria for vacation, sick and personal leave; and an estimate, based on the Offeror's experience with similar workforces, of the number of sick and personal days anticipated to be taken per employee per year.

Template TCB is intended to be a complete summary of the Offeror's personnel and benefits policies. If benefits not listed on the template are proposed, the Offeror should use the "Other (Identify)" rows to provide these benefit descriptions and add additional rows, as necessary, to ensure a complete and accurate presentation. If a more detailed discussion of a particular benefit is warranted, the Offeror should include that discussion in the narrative section of this volume.

The City requires the information requested in the TCB template to perform a comprehensive analysis of the total compensation being offered to prospective employees supporting the City. The State of Georgia Open Records Law requires public access to government documentation. Case law supports proposals submitted to a local government as government documentation releasable under the Georgia Open Records Law. In order to maintain the proprietary nature of the information provided to the City in the TCB template, the Offeror should specifically mark the TCB template as proprietary. If the Offeror specifically marks the TCB template as proprietary, the City will use this information for evaluation purposes only. The City will return the TCB template to the Offeror following evaluation if the Offeror provides a self-addressed, stamped envelope to the Procurement Officer with its Proposal.

L.8.9.4.6 <u>Historical Staffing Levels</u>

The following historical staffing information is provided to Offerors for Proposal purposes only. It is the Offeror's responsibility to present a Proposal based on its anticipated needs to fulfill the requirements of the RFP. Fiscal Year 2019 is defined as July 1, 2018 to June 30, 2019, and Fiscal Year 2020 is defined as July 1, 2019 to June 30, 2020.

Information Services		
	Fiscal Year 2019	**Fiscal Year 2020**
Position Title	**Full Time Equivalent**	**Full Time Equivalent**
GIS Technician	1.00	1.00
GIS Analyst II	2.00	2.00
IT Support Specialist	2.00	2.00
Service Delivery Manager	1.00	1.00
Systems Administrator	1.00	2.00
Network Administrator	1.00	1.00
Senior Network Engineer	1.00	1.00
Security Engineer	0.25	0.25
Senior Systems Administrator	3.00	3.00
Assistant IT Director	1.00	1.00

Total	**13.25**	**14.25**

L.8.9.5 Task Orders (see Attachment L-4)

Offerors shall complete all of the designated entry areas on the Financial Services task order ("TO") template, including the following:

1. Performance Metrics – The Offeror shall enter the performance metrics applicable to the TO.

   NOTE: In its Proposal, the Offeror shall describe its approach to measure performance by identifying discrete performance metrics for all elements within the SOW as a part of its Proposal, as required by Table L-1: Volume 1- Capabilities and Approaches, Proposal Preparation Instructions and Evaluation Criteria. The City will evaluate the Offeror's proposed performance metrics as part of the total Proposal package. The City may accept the Offeror's performance metrics as proposed or engage in further discussions with the Offeror regarding the performance metrics prior to awarding a task order for the Base Contract Year.

2. Special Considerations, Key Personnel – The Offeror shall enter key positions and the names of individuals proposed to be placed in key positions applicable to the TO.

3. Level of Effort and Fixed Price – The Offeror shall enter labor categories and full time equivalents (FTEs) applicable to the TO. The labor categories and FTEs must reconcile with the corresponding work package cost template. Fully burdened rates may not exceed the rates in Section B.5 of the Model Contract.

NOTE: The fully burdened labor rates developed using the Rate Development Template (RDT) and those entered in RFP Section B.5 should be identical. The fully burdened rates entered in the Task Order shall not exceed the rates in the RDT and RFP Section B.5 (they can be less). The productive hours entered in the Task Order shall be identical to the productive hours in the Work Package Cost Template (WPCT).

The City intends to issue the TO to the successful Offeror for the Base Contract Year.

L.8.10 Volume IV – Model Contract

Each Offeror shall provide the following information in Volume IV of its Proposal:

L.8.10.1 Model Contract - Sections A through J

In order to facilitate the possibility of award without discussions, Offerors shall submit two (2) original, signed copies of the completed Contract and two (2) electronic copies on USB to be fully consistent with its Proposal. The following items are parts of the Contract that the Offeror is required to complete:

1. Cover Sheet (Solicitation, Offer and Award), Blocks 10 through 14, including signature
2. B.1(a), Phase-In (Section J – Attachment 08 to the Model Contract)
3. B.4, Task Order Pricing Table (Section J – Attachment 06 to the Model Contract) (Note: Labor rates serve as not-to-exceed rates ("NTE") for Task Order Proposals)
4. I.23(f), Notice Representatives (Section J – Attachment 07 to the Model Contract)

L.8.10.2 Model Contract - Section K

The following Representations, Certifications and Other Statements documents, which constitute Section K of the Model Contract, shall be completed by the Offeror and delivered as part of the Model Contract:

1. Certification – Georgia Drug-Free Workplace Act (Section K – Attachment 01 to the Model Contract)
2. Certification – Georgia Security and Immigration Compliance Act (Section K – Attachment 02 to the Model Contract)
3. Affidavit Verifying Status for City Public Benefit Application (Section K – Attachment 03 to the Model Contract)

L.9 RFP AMENDMENTS

The City reserves the right to amend or addend the RFP prior to the date of the Proposal submission. Amendments or addenda will be posted to the City's procurement website at http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD: This solicitation ("Solicitation") is a competitive best value source selection in which competing Offerors' past performance history will be evaluated on a basis approximately equal to cost or price considerations. By submission of its response ("Proposal"), the Offeror accedes to all Solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. All technically acceptable Proposals shall be treated equally except for price and performance records. Failure to meet a requirement may result in a Proposal being determined technically unacceptable. The City reserves the right to reject any Proposal that takes exception to the Solicitation terms and conditions. The evaluation process shall proceed as follows:

A. Technical Acceptability. Initially, the City's capabilities and approaches evaluation team shall evaluate technical Proposals on a pass/fail basis, assigning ratings of "Acceptable" or "Unacceptable". The Proposals shall be evaluated against the following factors and subfactors:

1. Factor 1 – General Requirements: This factor focuses on the Offeror's relationship and interactions with the City of Sandy Springs ("City") and its resident customers. Four (4) subfactors shall be evaluated.

a. Subfactor 1 – Accountability: This subfactor addresses the Offeror's approach to improve measures of performance against contract requirements ("Contract"). Topics evaluated include the Offeror's processes and approach to manage work, methods to measure and improve performance, approach to ensure customer satisfaction and change management.

b. Subfactor 2 – Responsiveness: This subfactor focuses on the Offeror's ability and commitment to ensure timely response to the City's requests and inquiries. Topics evaluated include the Offeror's organization structure, the authority and autonomy of the on-site Work Package lead, and the Offeror's strategy to communicate and collaborate with City officials.

c. Subfactor 3 – Transparency: This subfactor addresses the Offeror's policies and approaches to provide greater insight into the cost of services. Topics evaluated include the approach to recruit, hire and retain a qualified work force throughout the term of the Contract and the Offeror's compensation policies regarding salaries, wages and fringe benefits.

d. Subfactor 4 – Continuity: This subfactor addresses the Offeror's approach to maintain a continuous high-level of service throughout Contract transition. Topics evaluated include the Offeror's phase-in organization, schedule of phase-in activities, measures of phase-in performance, approach to secure and train the initial staff, including sources of personnel and methods to attract and retain qualified incumbent personnel, approach to work with the City and incumbent contractors to ensure continuity of service, approach to implement subcontracted activities if applicable, approach to inventory and accept responsibility for City provided equipment, and approach to identify and mitigate phase-in risk.

2. Factor 2 – Task Specific Requirements: This factor focuses on the Offeror's approach to enhance capability and innovation in providing general government services. The evaluation shall address five (5) subfactors: technical approach, innovation, staffing, key positions/key personnel and property.

a. Subfactor 1 – Technical Approach: This subfactor addresses the Offeror's overall approach and processes to perform Contract requirements, and in particular, methods that are demonstrated to have produced efficiencies that resulted in staff reductions, as well as the significant risks associated with the requirements and approach to risk mitigation.

b. Subfactor 2 – Innovation: This subfactor focuses on the City's goal to continuously improve the delivery of service to residents of the City. Topics evaluated include the Offeror's approach to identify, evaluate and adopt innovative technologies, and the Offeror's proposal to implement proven innovations during the initial performance period.

c. Subfactor 3 – Staffing: This subfactor addresses the Offeror's approach to staff the initial task order(s). The Offeror's proposed staffing shall be fully consistent with and provide justification for the proposed cost/price. Topics evaluated include the Offeror's proposed skill mix (labor categories and number of personnel) and the rationale supporting the proposed skill mix to include any assumptions regarding the Factor 1 - General Requirements or Factor 2 - Task Specific Requirements that influence staffing levels or skills (see Section J - Attachment 02 to the Contract, entitled *Contract Labor Categories and Qualifications*).

d. Subfactor 4 – Key Positions/Key Personnel: This subfactor addresses the Offeror's proposals identifying personnel positions that are critical to successful Contract performance and the Offeror's plan to staff the identified positions. The Offeror's proposals for key positions and key position staffing shall be fully consistent with and provide justification for the proposed cost/price. Topics evaluated include the selection of key positions for their effectiveness in controlling and contributing to the critical aspects of Contract performance. Proposed key personnel will be evaluated on their education, experience and qualifications, past performance, commitment, and overall capability to determine if they are appropriate for the positions and capable of performing in the areas proposed.

e. Subfactor 5 – Property: This subfactor addresses the Offeror's identification of property (furniture, fixtures, supplies, equipment, vehicles, computers, workstations, copiers, printers, etc.) necessary for the Offeror to accomplish the requirements of the RFP. Topics evaluated include quantity of property specified, rationale offered by the Offeror to justify its property proposal, and the reasonableness and consistency of the property proposal with the Offeror's technical approach and staffing plan.

3. **Technical Acceptability Evaluation Process**: The technical acceptability rating is based on the Offeror's response to both Factor 1 - General Requirements and Factor 2 -Task Specific Requirements. General Requirements evaluation focuses on the Offeror's ability to successfully perform work for the City. Evaluation of Task Specific Requirements focuses on the unique requirements of each Work Package.

The Offeror's response to Factor 1 – General Requirements shall be evaluated on a pass/fail basis and rated "Acceptable" or "Unacceptable". If an Offeror's response to Factor 1 – General Requirements is rated "Unacceptable", the Proposal shall be eliminated from further consideration. Only Proposals rated "Acceptable" on Factor 1 – General Requirements shall be continued to the Task Specific Requirements phase of the evaluation.

The Offeror's response to Factor 2 - Task Specific Requirements shall be evaluated on a pass/fail basis and rated "Acceptable" or "Unacceptable". Proposals rated "Unacceptable" shall be eliminated from further consideration.

Only Proposals rated "Acceptable" for both Factor 1 – General Requirements and Factor 2 – Task Specific Requirements shall be considered for cost/price and performance confidence evaluation.

B. Cost/Price Evaluation. Next, the City shall rank all technically "Acceptable" Proposals by price, including any option prices if applicable. The Offeror's proposed price shall be determined by examining the task order response(s), cost templates and pricing rationale presented in Volume III – Cost/Price Proposal.

Cost/price, while being an important factor, is not in and of itself the determining factor in the selection for award of the Contract contemplated by this Solicitation. Cost/price is not scored; rather, each Offeror's cost will be evaluated for realism, reasonableness, and completeness of the proposed Contract price.

NOTE: Information provided in the cost/price templates will be considered when evaluating cost/price realism and reasonableness. Information provided in the Task Order Proposals, i.e., the Task Order "Total Fixed Price" will be used for ranking purposes.

1. Evaluation Criteria. The cost/price evaluation shall document the reasonableness and realism of the proposed total evaluated cost/price.

a. Reasonableness: The City will compare each cost/price Proposal to an Independent Government Estimate (IGE) to assess reasonableness. The City's IGE is based on labor rate data derived from multiple sources and determined to be suitable for the general government services workforce.

b. Realism: The City will examine the calculations, rationale and assumptions in each cost/price Proposal to determine if the proposed cost/price is realistic. In addition, the City will determine if the proposed cost/price is consistent with the proposed technical and management approaches.

2. Ranking Offers by Cost/Price.

a. Original Submission Cost/Price: The Offeror's original submission cost/price shall be used to rank Proposals. The City may make selection and award without discussions (Offerors may be contacted for clarification purposes). Therefore, the Offeror's original submission should contain the Offeror's best terms.

b. Final Proposal Revisions (FPR) Cost/Price: If the City engages in discussions regarding Proposals, the City shall rank Offerors' Proposals by FPR cost/price following discussions to determine the Proposals eligible for award (see paragraph M.1 G., entitled *Methods of Selection*). Best value awards shall be made based on this ranking (see paragraphs M.1 D. and M.1 E. for the best value award criteria).

C. Performance Confidence Assessment. The City shall evaluate each Offeror's performance based on (1) the description of past and present efforts provided by the Offeror, (2) questionnaire responses provided by the Offeror's references, and (3) data independently obtained from other government and commercial sources.

1. Relevant performance includes performance of efforts involving general government services that are similar or greater in scope, magnitude and complexity than the effort described in this Solicitation. The City will give preferential consideration to recent, relevant performance.

a. Recent Performance – Recent performance is defined as current performance, i.e., performance that is taking place at the present time, or performance occurring within the last three (3) years. Current performance will generally have greater impact in the performance assessment than recent performance. Performance that is more recent will have more impact than less recent performance.

b. Relevant Performance – Relevant performance has a logical connection to the work described in the RFP and shall be characterized as "very relevant", "relevant", "somewhat relevant" or "not relevant" as follows:

Very Relevant – Present/past performance involving essentially the same magnitude of effort and complexities this Solicitation requires.

Relevant – Present/past performance involving much of the magnitude of effort and complexities this Solicitation requires.

Somewhat Relevant – Present/past performance contractual effort involving some of the magnitude of effort and complexities that this Solicitation requires.

Not Relevant – Present/past performance did not involve any of the magnitude of effort and complexities this Solicitation requires.

2. The purpose of the past performance evaluation is to allow the City to assess the Offeror's ability to perform the effort described in this RFP based on the Offeror's demonstrated recent, relevant performance. The assessment process will result in an overall performance confidence assessment of "Substantial Confidence", "Satisfactory Confidence", "Limited Confidence", or "No Confidence" as follows:

Substantial Confidence: Based on the Offeror's performance record, the City has a high expectation that the Offeror will successfully perform the required effort.

Satisfactory Confidence: Based on the Offeror's performance record, the City has an expectation that the Offeror will successfully perform the required effort.

Limited Confidence: Based on the Offeror's performance record, the City has a low expectation that the Offeror will successfully perform the required effort.

No Confidence: Based on the Offeror's performance record, the City has no expectation that the Offeror will be able to successfully perform the required effort.

3. Past performance regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement will be rated as highly as past performance information for the principal Offeror.

4. In evaluating past performance, the City reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

D. Work Package Evaluation. The City shall evaluate Proposals for each Work Package and shall select Proposals that represent the best value for the City pursuant to the criteria and evaluation process established for this Solicitation. The Work Packages for this Solicitation are:

1. Financial Services (Work Package 1)
2. Information Services (Work Package 2)
3. Communications (Work Package 3)
4. Public Works / TSPLOST (Work Package 5)
5. Community Development (Work Package 7)
6. Call Center Services (Work Package 8)
7. Facilities Services (Work Package 9)

If the lowest priced evaluated technically acceptable Work Package Offeror is judged to have a "Substantial Confidence" performance confidence assessment, that Proposal represents the best value for the City and the evaluation process for that Work Package stops at this point. That Proposal shall be selected as the best value Work Package Proposal without consideration of any other Work Package Proposals.

The City reserves the right to consider other than the lowest priced Proposal for any Work Package if the lowest priced evaluated technically acceptable Offeror is judged to have a performance confidence assessment of "Satisfactory Confidence" or lower. In that event, the City shall make an integrated assessment best value award decision.

E. Best Value Selection. The City shall make best value selection and award decisions based strictly on the technical acceptability of each Proposal, the price of each Proposal and the City's confidence in each Offeror's ability to perform the requirements of the Solicitation as the Offeror has proposed.

F. Clarification/Communication with Offeror. Offerors are cautioned to submit sufficient information in the format specified in Section L. Offerors may be asked to clarify certain aspects of their Proposals or respond to adverse past performance information to which the Offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the City reserves the right to award a Contract without the opportunity for Proposal revision.

G. Methods of Selection. The City will use, depending on the specific circumstances of the offers received, one of the following methods to select the best value Proposal: (1) make selection and award without discussions (Offerors may be contacted only for clarification purposes); or (2) after discussions with all Offerors in the competitive range, afford each Offeror within the competitive range an opportunity to revise its Proposal, and then make selection. Therefore, the Offeror's initial Proposal should contain the Offeror's best terms.

H. Additional Basic Ordering Agreement Awards. The City reserves the right to award additional basic ordering agreements for any or all of the solicited Work Packages.

M.2 EVALUATION CRITERIA

A. Volume I - Capabilities and Approaches

Specific evaluation criteria for each factor and subfactor are presented in Table L-1, Capabilities and Approaches Proposal Preparation Instructions and Evaluation Criteria. This table presents both specific and general criteria used to assess Offerors' Capabilities and Approaches Proposals. The general criteria are: effectiveness, efficiency and feasibility.

1. Effectiveness. The effectiveness criterion addresses doing the right job. This criterion focuses the evaluation on the Offeror's understanding of the requirement. Does the Offeror understand and acknowledge the nature of the work to be done?

2. Efficiency. The efficiency criterion addresses doing the job right. This criterion focuses the evaluation on the Offeror's approach to perform the requirement. How well can the Offeror be expected to perform the work? Will the Offeror's approach result in successful performance outcomes?

3. Feasibility. The feasibility criterion focuses on risk. Is the Offeror's approach consistent with generally accepted or proven methods to perform the work? If not, why does the Offeror expect the proposed approach to be successful? How does the Offeror propose to manage any risk inherent in the approach?

Offerors are cautioned to pay particular attention to the instructions in the "Section L" column and related criteria in the "Section M" column of Table L-1 when organizing and developing Proposal content.

B. Volume II – Performance Confidence

Performance confidence evaluation criteria, i.e., recency and relevance, and the overall confidence assessment criteria are detailed in Section M.1.C – Performance Confidence Assessment.

C. Volume III – Cost/Price Proposal

Cost/price evaluation criteria, i.e., reasonableness and realism, are detailed in Section M.1.B – Cost/Price Evaluation.

D. Volume IV – Model Contract

The Offeror's data entered in the model Contract shall be reviewed for accuracy and completeness.