



**REQUEST FOR PROPOSALS NUMBER 15-024**

For

**Case Management System for City of Sandy Springs Municipal Court**

**PROPOSALS DUE: November 20, 2014, 2:00 PM EDT in hard copy. Electronic submissions via e- mail or fax will NOT be accepted. Submit proposals to:**

**City of Sandy Springs  
Purchasing Office  
7840 Roswell Road, Suite 500  
Sandy Springs, Georgia 30350**

Information concerning this solicitation may be found electronically at:

<http://www.sandyspringsga.gov/purchasing>

This website will contain the Request for Proposals (“RFP”), questions and answers, and any clarifications, schedule changes and other important information regarding the solicitation.

**OFFERORS SHOULD CHECK THESE ELECTRONIC PAGES FREQUENTLY.**

Questions should be directed in writing to:

City of Sandy Springs Purchasing Office  
Jeff Allen, Purchasing Manager, via e-mail to: [jallen@sandyspringsga.gov](mailto:jallen@sandyspringsga.gov)

**Deadline for Questions is: November 7, 2014, 5:00 p.m.**

**Questions received after this date and time may not be answered.**

Proposals shall be presented in a sealed opaque envelope with the proposal number and name (**RFP # 15-024 Case Management System for City of Sandy Springs Municipal Court**) clearly marked on the outside of the envelope. The name of the company or firm submitting a proposal (“Offeror”) shall also be clearly marked on the outside of the envelope.

### Instructions to Offerors

All spaces below are to be filled in and the Proposal Letter on page 3 must be completed and signed where indicated. **Failure to sign and return the Proposal Letter may cause rejection of the proposal.**

Proposal of:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**PROPOSAL LETTER**

**(To be included in SEALED TECHNICAL PROPOSAL ENVELOPE)**

The undersigned firm proposes to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (“RFP”). It is understood and agreed that this proposal, including the price or prices offered herein, shall be valid and apply for a period of one hundred twenty (120) days from proposal opening date.

The undersigned firm further agrees to strictly abide by all the terms and conditions contained in the RFP and City of Sandy Springs (“City”) purchasing policies as modified by any attached special terms and conditions of the City, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Sandy Springs, and subject to the terms and conditions of such acceptance, shall constitute a valid and binding contract between the undersigned and the City.

It is understood and agreed that authorized representatives of the undersigned firm have read the City’s specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By written signature of an authorized representative on this proposal, the undersigned firm guarantees and certifies that all items included in this proposal meet or exceed any and all such City specifications. The undersigned further agrees, if awarded a contract, to deliver goods and/or services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City, or to make no award.

**PROPOSAL SIGNATURE AND CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal (“Offeror”) for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the firm. I further certify that the provisions of the O.C.G.A. § 45-10-20, et. seq., have not been violated and will not be violated in any respect.

Authorized Signature: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Firm/Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION 1 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **1.1 INTRODUCTION AND PURPOSE**

The City of Sandy Springs seeks proposals from highly qualified firms to provide a Case Management System for its Municipal Court ("Project"). Courtware is the current case management system used by Sandy Springs. The successful Offeror will be responsible for providing all software, data conversion, training and implementation. The Project is more fully described in Section 2 of this RFP.

### **1.2 General Requirements**

The City has established certain requirements with respect to proposals to be submitted by Offerors. Whenever the terms "shall," "must," "will," or "is required" are used in this RFP, the specification being referred to as a mandatory requirement. Failure to meet any mandatory requirement will cause rejection of an Offeror's proposal.

Whenever the terms "can," "may," or "should" are used in this RFP, the specification being referred to is desirable and failure to provide any items so termed may not be cause for rejection; however, it will likely result in a reduction in score awarded.

### **1.3 Basic Guidelines**

Pursuant to the provisions of the City Code of Ordinances, the City has determined that the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition of the services and/or commodities described herein. Competitive sealed proposals shall be submitted in response hereto in the same manner as competitive sealed bids. All proposals submitted pursuant to this RFP shall be made in accordance with the City's purchasing policies, these instructions, and the specifications contained in this RFP.

Proposals shall be evaluated in accordance with the evaluation criteria set forth in this RFP. The City may award without discussions; however, the City reserves the right to conduct discussions if they are deemed necessary or desirable. If the City awards without discussions, the Offeror may be given the opportunity to clarify certain aspects of its proposal or to resolve minor or clerical errors. The City may conduct discussions with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. All such discussions shall be conducted by the Purchasing Manager named below:

Name: Jeff Allen  
City of Sandy Springs Purchasing Office  
7840 Roswell Road, Suite 500  
Sandy Springs, Georgia 30350  
E-Mail: [jallen@sandyspringsga.gov](mailto:jallen@sandyspringsga.gov)

and individuals selected to evaluate proposals (“Evaluation Committee”) and/or representatives of the City as designated by the Purchasing Manager.

Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is/are determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City reserves the right to reject any and all proposals submitted in response to this RFP.

#### **1.4 Schedule of Events**

|                          |                              |
|--------------------------|------------------------------|
| Deadline for Questions*: | November 7, 2014, 5:00 p.m.  |
| Proposals Due**:         | November 20, 2014, 2:00 p.m. |

\*Submit questions via E-Mail only: [jallen@sandyspringsga.gov](mailto:jallen@sandyspringsga.gov).

\*\*Proposals received later than this date and time will NOT be accepted.

#### **1.5 Restrictions on Communications with Staff**

The principal point of contact for this procurement is the Purchasing Manager. Until an award is announced regarding this RFP, elected officials, Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this solicitation are not allowed to communicate regarding the solicitation for any reason with any potential or interested contractors, vendors, City staff, or contracted personnel except through the City’s Purchasing Manager. This provision shall not, however, impede the Evaluation Committee’s authority and ability to communicate with Offerors to clarify aspects of proposals or to enter into discussions with Offerors, as described herein.

The City reserves the right to reject the proposal of any potential or interested contractor or vendor who knowingly participates in violating this restriction on communications. Any City staff or elected official 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 solicitation. All communications concerning this solicitation must be directed in writing via e-mail to the Purchasing Manager at [jallen@sandyspringsga.gov](mailto:jallen@sandyspringsga.gov). No questions other than written will be accepted. No response other than written shall be binding upon the City.

## SECTION 2 – DESCRIPTION OF PROJECT

### 2.1 Scope of Services

#### 2.1.1 General Requirements

1. Physical Security: The contractor shall safeguard all City property provided for contractor use. At the close of each work period, facilities, support equipment, and materials shall be secured.
2. Access Control: The vendor can gain access as designated by the Court Administrator.
3. Software license terms. All license and maintenance agreement terms and conditions must comply with O.C.G.A. § 36-60-13. The City is not obligated to fund license renewals and maintenance fees in future fiscal years. The City reserves the right to amend, alter or remove any terms and conditions in any maintenance agreement or license agreement that the City determines to be contrary to applicable laws, regulations and policies. Offeror's failure to accept the City's changes may result in rejection of the Offeror's proposal or cancellation of any contract entered into between Offeror and the City as the result of this solicitation. The sample agreement provided with this RFP supersedes all other documents, forms, terms and conditions

#### 2.1.2. Specific Tasks:

Work shall include, but not be limited to, the following:

1. Provide project management services for the length of the Project.
2. Provide a maximum security solution for storing data either in-house on City servers or secured hosted solution, depending on which solution is more advantageous to easy operability for Municipal Court. If a hosted solution is offered, it must meet the City's data retention and security requirements.
3. Provide a case management system customized to the needs of Municipal Court, which has the following, but is not limited, to these requirements:
  - a) Provides a graphical user interface with a dashboard.
  - b) Can be used with a touch screen.
  - c) Can be used and accessed with a traditional desktop, laptop, or a tablet, with minimal differences in functionality and user interface.
  - d) Provides user notifications about upcoming events, overdue events, and other notable events.
  - e) Has a flexible solution that offers user defined fields and data elements.
  - f) Allows for differentiated case management of various types of criminal cases, each set to user-defined rules and timeframes that the user can change at any time without provider support.
  - g) Stores documents of all types and allows for paper-on-demand capabilities. This should include case related and system related files. Case related files should be linked to said case for simple retrieval by the user(s).
  - h) Allows for use of an electronic notary and electronic date stamp.

- i) Stores digital audio, video, and photographic files of all formats. This should include case related and system related files. Case related files should be linked to said case for simple retrieval by the user(s).
- j) Provides integrated scanning capabilities so that documents can be scanned and stored with each individual case file in the system. A system utilized a bar code system is preferred.
- k) Allows document creation through integration with Microsoft Word, Excel, Access, Publisher, and/or PowerPoint in both the most recent versions of those programs and legacy versions of those programs or allows for data to be exported in standard formats to Microsoft Word, Excel, Access, Publisher, and/or PowerPoint in a user-friendly way.
- l) Allows for password protected access both internally and externally through a web-portal that does not require a VPN, but that does provide a maximum security data protection and access.
- m) Differentiates levels of users who are granted access to the system based on defined roles and/or security groups.
- n) Interfaces and exchanges with all of the following systems in one-way and two-way exchanges as described below, through middleware using NIEM and JIEM standards:
  - 1. E-ticket data to and from the City of Sandy Springs Police Department.
  - 2. E-ticket data to and from the Georgia State Patrol.
  - 3. Case and financial data to and from the private probation company contracted to provide services for Municipal Court.
  - 4. Case disposition data to the Department of Driver Services.
  - 5. Case disposition data to the Georgia Crime Information Center.
  - 6. Case disposition data to the Administrative Office of the Courts.
  - 7. Financial data to City's Finance Department (preferably comma delimited).
  - 8. Case and financial data to and from an online payment system that allows persons cited with violations to pay fines online, as well as to be advised of their rights before entering their pleas and paying fines online.
  - 9. Case and financial data to and from an interactive voice recording system.
  - 10. Bond forfeiture notices to outside bonding agents.
- o) Allows the end user, within appropriate privileges, to customize and update user privileges, case rules, case timeframes, reports, and all other functions. User should be able to create new reports, change case rules, change user privileges, with the appropriate privileged access, to the system.
- p) Allows for electronic signature of all documents that can be authenticated in some way. Signature pad capability is preferred, but not required.
- q) Provides a web-based, password protected interface for outside users (generally attorneys) to file any and all court documents using either the Court's standard templates.
- r) Provides comprehensive, user-friendly report creation and generation capabilities, so that reports can be made at any time using any database field available by the end-users. All report writing capabilities should be able to be done through an interface that allows the end-user to build the report without support from the vendor whenever and wherever possible.

- s) Provides the ability to email any documents created or scanned from the system.
  - t) Provides the ability to redact information on documents with the system for open records requests made to the court.
  - u) It is preferred to have the ability to automatically update criminal histories upon closing a case.
4. Provide a system that allows for, but is not limited to, the creation of the following specific reports:
- a) Total number of cases disposed, differentiated by type of disposition: guilty pleas, nolo contendere pleas, pre-trial diversion program, bond forfeiture, guilty judgment after a trial, not guilty judgment after a trial, admission, finding of violation, no finding of violation, Conditional Discharge or First Offender discharge, Conditional Discharge or First Offender adjudication.
  - b) Total number of probation sentences issued by the Court during a particular time period.
  - c) Total number of confinement sentences issued by the Court during a particular time period.
  - d) Total number of suspended confinement sentences issued by the Court during a particular time period.
  - e) Cases assigned to a particular court appointed attorney, including case information such as defendant's name, charges, disposition, etc.
  - f) Cases arraigned within certain timeframes, such as 30, 60, or 90 days.
  - g) Total number of cases in which a charge under a certain city or state code section has been made, e.g., all disorderly conduct cases, or all driving under the influence of alcohol cases.
  - h) All events that have occurred on a particular case, searchable by case number, defendant name, and/or other identifying criteria.
  - i) All reports should be able to be run for specified timeframes (e.g., last 30 days, last year, between 01/01/2009 and 12/31/2012).
  - j) Provides easy-to-understand error reporting, messaging, and logs to help identify software problems quickly and efficiently.
  - k) Provides the ability to review all cases in which a particular defendant is charged, and which are currently open and active, as well as all cases involving a particular defendant.
  - l) Schedules cases for arraignment based on defined parameters.
  - m) Allows users to configure their home screens to their specific needs (i.e., modules and cases they review most regularly).
  - n) Provides electronic access for the public to review and print court records from the web or at kiosks within the courthouse based on user-defined security and access parameters.
  - o) Offers the ability to schedule certain reports to be sent via email.
  - p) Provides a detailed audit trail of all user events associated with a case file.
  - q) Provides performance metrics reports based on the trial performance measures designed by the National Center for State Courts.

5. Provide data conversion services from Courtware system to the new system prior to implementation of the new system, as well as provide guarantees that data is accurately converted from the Courtware to the new system.

6. Provide access to other City departments as required. There are thirteen (13) users in the Municipal Court clerk's office and five (5) users in the City Revenue Office that require editing access. There are multiple persons that require only viewing access in the City Call Center, City Finance Department, and City Police Department.

## **2.2 Project Oversight and Staffing**

Project oversight and direction will be provided by Sandy Springs Court Services.

# **SECTION 3 – PROPOSAL REQUIREMENTS**

## **3.1 Information to be Included in Proposal**

Proposals shall contain sufficient information to provide the City with a thorough description of the Offeror's qualifications to accomplish the activities described in the Scope of Services. If the Offeror does not possess the in-house capabilities to perform a particular component of the Project, the proposal should demonstrate the Offeror's ability to prepare and administer a subcontract or to work jointly with another firm having the requisite expertise to accomplish that component of the Project. Any work performed under a subcontract, joint venture, partnership or other joint undertaking with another firm must comply with the State of Georgia's Procurement Code procedures and also must receive the City's prior written approval.

Proposals shall be submitted in two (2) parts. All Offerors responding to this RFP shall submit a non-price proposal ("Technical Proposal") and a cost proposal ("Cost Proposal"), packaged in two (2) separately sealed and clearly marked envelopes as outlined below.

- A. Envelope #1 - Technical Proposal. The Technical Proposal shall meet the requirements set forth in the section of this RFP entitled "Technical Proposal Contents."
- B. Envelope #2 - Cost Proposal. The Cost Proposal shall meet the requirements set forth in the section of this RFP entitled "Cost Proposal Contents." The Cost Proposal shall include all costs (separate provisions for travel and/or per diem will not be accepted).

A proposal submitted for consideration must bear the endorsement of the Offeror by signature of an authorized principal of the firm/company submitting the proposal.

## **3.2 Technical Proposal Contents**

The Technical Proposal must include detailed information relative to how the Offeror proposes to accomplish the tasks described in this RFP and must outline their qualifications and relevant experience for undertaking this Project. This information will be evaluated by the Evaluation Committee against requirements stated in the RFP. The Technical Proposal MUST not include any cost figures. The Proposal Letter, included as page 3 of this RFP, must be included in this part and must be signed by a person authorized to legally bind the company. FAILURE TO INCLUDE THIS SIGNED PROPOSAL

LETTER MAY RESULT IN THE REJECTION OF A PROPOSAL. In addition, the Corporate Certificate in the form attached hereto as FORM VI must be executed and included with the Technical Proposal.

At a minimum, Technical Proposals shall include, in this order:

- A. Contact information of the Offeror, including name, title, address, telephone number, fax and e-mail;
- B. Date of submission of proposal;
- C. A brief resume of the Offeror, including:
  1. General background of the nature of the Offeror's business;
  2. Offeror information related to size and fiscal stability of the Offeror;
  3. Supporting information demonstrating the ability of the Offeror to execute a contract with the City;
  4. Name and qualifications of key personnel to be assigned to the Project, including qualifications related to the Scope of Services included in this RFP;
  5. A list of three (3) to five (5) reference projects within the past three (3) to five (5) years. Projects shall be similar in scope to the Project described in this RFP. Using the form attached to this RFP as Form I, provide for each reference the following: the name of the entity for whom the work was done; a contact person's name, e-mail, and telephone number; description of the project, including project name, project location, scope of services, and period of performance.
- D. Signature of official authorized to obligate the Offeror to the terms and conditions of this RFP and any contract with the City.

### **3.2 Cost Proposal Contents**

The Offeror shall determine fee structure and amounts necessary to accomplish all of the services required by this RFP. Any questions necessary to confirm requested services or fees should be submitted to the Purchasing Manager identified in Section 1 and resolved prior to submittal of Offeror's proposal. The Cost Proposal shall include all costs (separate provisions for travel and/or per diem will not be accepted), on the form attached hereto as FORM VII. The City reserves the right to negotiate this cost with the selected Offeror. The Cost Proposal shall also include an executed Proposal Price Certification, the form of which is attached hereto as FORM VIII.

### **3.3 Proposal Submission**

#### **3.3.1 Economy of Presentation**

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Fancy

bindings, colored displays, and promotional material are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

### **3.3.2 Form of Submittal**

The proposal package shall be in a **sealed opaque envelope** containing the Technical Proposal and the Cost Proposal referenced in Section 3.1 hereof. The sealed opaque envelope shall be identified as follows:

**RFP # 15-024 - Case Management System for City of Sandy Springs Municipal Court**  
**Proposal due date and time: November 20, 2014, 2:00 p.m.**  
**Offeror's Name**

Proposals received at a date and time later than the due date or at a location other than the Purchasing Office will not be accepted.

### **3.3.3 Technical Proposal Submittal**

Six (6) copies of the Technical Proposal must be received at the address indicated above in order to receive full consideration (one (1) original, four (4) hard copies, and one (1) digital copy in PDF format on either a CD or USB drive). The submittal should not exceed twenty (20) pages, single sided only. The required standard forms and certifications attached for signature and any pertinent prequalification forms (if required) do not count toward this total nor do section dividers.

### **3.3.4 Cost Proposal Submittal**

Six (6) copies of the Cost Proposal (See FORM VII) must be received at the address indicated above in order to receive full consideration (one (1) original, five (5) hard copies, plus one (1) digital copy in PDF format on either a CD or USB drive). Cost Proposals shall be submitted in a separate sealed envelope.

**Proposals failing to comply with the instructions contained in this RFP may be subject to ranking reductions. The City may also choose not to evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow the format required by this RFP, are difficult to understand, are difficult to read, or are missing any requested information.**

### **3.3.5 Late Submissions, Withdrawals, and Corrections**

#### **A. Late Submissions**

Regardless of cause, late submissions will not be accepted and will automatically be disqualified from further consideration. It shall be Offeror's sole risk to assure delivery to the designated

office by the designated time. Late proposals will not be opened and may be returned to Offeror at the expense of Offeror or destroyed if requested.

#### B. Proposal Withdrawal

An Offeror requesting to withdraw its proposal prior to the proposal due date and time may submit a letter to the Purchasing Manager requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. An Offeror requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. Offeror must present clear and convincing evidence that an unintentional error was made. Generally, proposal withdrawal after proposal due date/time for reasons other than obvious clerical errors is not permitted.

#### C. Proposal Correction

If an error is discovered prior to the opening of a proposal, Offeror may submit a corrected proposal. The corrected proposal should be clearly marked that it supersedes the proposal originally submitted. If an obvious clerical error is discovered after the proposal has been opened, Offeror may submit a letter to the Purchasing Manager within two (2) business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. Offeror must present clear and convincing evidence that an unintentional error was made. The Purchasing Manager will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

### **SECTION 4 – PROPOSAL OPENING AND EVALUATION PROCESS**

#### **4.1 Opening of Proposals and Public Information**

During the opening of sealed proposals, only the name of each Offeror shall be announced. No other information will be disclosed nor shall the proposals be considered open record until after contract award by City Council. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the City Council award with the following four (4) exceptions; (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City; (3) any company financial information requested by the City to determine vendor responsibility, unless prior written consent has been given by Offeror; and (4) other constitutional protections.

#### **4.2 Evaluation Criteria and Process**

##### **4.2.1 Best Value Evaluation**

The City shall evaluate proposals for this solicitation and select the proposal that represents the best value for the City. By submission of its proposal, Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications and technical requirements. Failure to meet a requirement may result in a proposal being determined technically unacceptable.

#### **4.2.2 Administrative Review**

All proposals received will be reviewed by the Purchasing Office, a division of the City's Finance Department, to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each proposal shall be reviewed to ensure that the Offeror has followed all guidelines for Proposal submittal, including but not limited to: submission of a separately packaged Technical Proposal and Cost Proposal; only technical information is included in the Technical Proposal; only cost information is included in the Cost Proposal; and all documents requiring a signature have been signed and included. Failure to meet these requirements may be cause for rejection of a proposal. All Technical Proposals that meet the administrative requirements will then be turned over to the Evaluation Committee for further consideration.

#### **4.2.3 Evaluation and Ranking**

##### **A. General**

The Evaluation Committee, assisted by Purchasing Department staff, will evaluate proposals and recommend whether to award to the highest-ranking Offeror or, if necessary, to seek discussion or a "best and final offer" in order to determine the highest-ranking Offeror. In ranking proposals, the Evaluation Committee may consider such factors as accepted industry standards and a comparative evaluation of all other qualified proposals in terms of differing price, quality, contractual factors, and references. These rankings will be used to determine the most advantageous proposal.

##### **B. Technical Proposal Evaluation**

The proposals will be scored and ranked based upon demonstrated knowledge and understanding of the five evaluation criteria noted in the following table. The score of the proposal may total a maximum of 100 points.

| <b>Criterion</b>              | <b>Description</b>   | <b>Maximum Score (Points)</b> |
|-------------------------------|--|-------------------------------|
| 1                             | FIRM EXPERIENCE in providing services to public sector organizations.  |                               |
| 2                             | QUALIFICATIONS of staff assigned to the contracts.   |                               |
| 3                             | UNDERSTANDING OF THE REQUIREMENTS.   |                               |
| 4                             | REFERENCES including applicable past work with the City of Sandy Springs.  |                               |
| 5                             | CONTRACTOR FURNISHED TECHNOLOGY including adequacy, relevancy, and innovation for performance of the requirements of the contract.   |                               |
| 6                             | CONTRACT PRICE Completed Schedule of Services/Prices/Proposal Sheet submitted as a separate Paper document for evaluation. The total number of users would be 18 persons with other multiple views such as the call center, police department, solicitors, and judges. |                               |
| 7                             | TRAINING   |                               |
| 8                             | ESTABLISHED CUSTOMER SERVICE, including responsiveness, professionalism, follow-up, and interest in exploring innovation.  |                               |
| <b>Total Points Available</b> |  |                               |

As part of the Technical Proposal evaluation, the City may contact some or all of the references listed by the Offeror in its Technical Proposal on the form attached as FORM I. The City may also obtain data independently from other governmental and commercial sources, at its sole discretion. The purpose of this 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 past performance.

## C. Cost Proposal Evaluation

Cost Proposals will be evaluated separately from Technical Proposals. The City reserves the right to negotiate with one (1) or more Offerors should the City deem it is in its best interest to negotiate. To facilitate negotiations, the City reserves the right to revise and/or alter the Project scope. The City reserves the right to suspend negotiations with one (1) Offeror and to enter into negotiations with another Offeror.

Submission of a proposal indicates the Offeror's acceptance of the described evaluation methodology and the Offeror's recognition that some subjective judgments must be made by the City.

### **4.2.4 Clarification/Communication with Offerors**

Offerors are cautioned to submit sufficient information in the format specified in this RFP. Offerors may be asked to clarify or revise certain aspects of their proposals in writing and/or invitations for further discussion. The City, however, is under no obligation to initiate or conduct discussions with Offerors. If the City does initiate discussions, Offerors may also be required to make an oral presentation and/or demonstration to clarify their proposals or to further define their offers. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of their proposals. Oral presentations and demonstrations, if requested, shall be at Offeror's expense. Communications 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 discussions or proposal revision.

### **4.2.5 Methods of Selection**

The City will use, depending on the specific circumstances of the proposals received, one (1) 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.

### **4.2.6 Best and Final Offer**

"Best and final offer" is an option available to the City under the RFP process, which permits the City to request a "best and final offer" from one (1) or more Offerors if additional information is required to make a final decision. Offerors may be contacted to request that they submit their "best and final offer," which must include any and all discussed revisions.

#### **4.2.7 Recommendation for Award**

Upon completion of discussions, the Evaluation Committee will provide a written recommendation for contract award, if any, to the City Manager that contains the related supporting documentation for its decision. Contract award, if any, will be made to the selected Offeror who submits a proposal that represents the best value to the City and meets all requirements of the RFP.

### **SECTION 5 – TERMS AND CONDITIONS**

#### **5.1 General**

Offerors should notify the City of any terms and conditions of this RFP that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with Offeror's proposal. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the Purchasing Manager. The City reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-ranking Offeror at the time of contract discussions.

#### **5.2 Contract**

The form of agreement ("Sample Agreement") the City intends to execute with the selected Offeror is included in this RFP. Offerors are urged to read this Sample Agreement carefully prior to submitting a proposal.

In general the City is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror **must** address these concerns in writing during the question and answer period. The Purchasing Manager will review and determine the appropriate response. If the City determines a change is warranted; an addendum will be posted to this RFP. If a firm is unwilling to execute the Sample Agreement, whether modified by addendum or not, a proposal should not be submitted.

The City may deem any proposal containing contract changes or exceptions non-responsive and reject the proposal.

This RFP document, together with its addenda, amendments, attachments, modifications, Offeror's proposal, including any amendments, a "best and final offer", and any clarification question responses, when executed, becomes part of the final agreement between the parties. The City does not intend to accept alternate terms and conditions to the sample agreement. All questions are due in writing no later than the date stated on the first page of this RFP. Questions received after this date and time may not be answered.

If any provisions, terms and conditions in the Offeror's proposal, or any other forms or documents provided by the Offeror, contradict the sample agreement, the sample agreement terms shall prevail.

Prior to award, the apparent selected Offeror may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the proposal may be rejected and discussions initiated with the second highest scoring Offeror.

The selected Offeror shall not begin performance of services requested by this RFP prior to the execution of a formal written contract (based on the Sample Agreement) by the City and Offeror. Any Offeror beginning performance prior to the execution of a contract shall be deemed to be proceeding at Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel an award.

The City may, by written notice to the selected Offeror, terminate any resulting contract without cause. The City must give notice of termination to the selected Offeror at least thirty (30) days prior to the effective date of termination.

### **5.3 Subcontractors**

The highest-ranking Offeror shall be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. **All subcontractors, if any, must be listed in the proposal.** The City reserves the right to approve all subcontractors. The selected Offeror shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the selected Offeror. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFP shall create any contractual relationships between any subcontractor and the City.

### **5.4 Payment for Services**

The contract with the successful Offeror will contain provisions for compensation and payment for services.

### **5.5 Conflict of Interest**

If an Offeror has any existing client relationship(s) involving the City that would prevent its being objective, the Offeror must disclose such relationship(s) in its proposal.

### **5.6 Confidentiality Requirements**

Team members who are assigned by the selected Offeror to this Project may be required to sign a non-disclosure agreement protecting the confidentiality of certain information related to the procurement.

The Offeror shall mark and state with specificity those elements of its proposal that it considers confidential and/or proprietary. Failure to properly identify and mark confidential or proprietary information as specified in the following paragraph may result in all information received being deemed non-confidential, non-proprietary, and in the public domain. Neither a proposal in its entirety, nor proposed prices shall be considered confidential and proprietary.

Notwithstanding the foregoing, the Offeror is hereby notified that any and all materials submitted in response to this RFP are subject to the provisions of Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.) ("Open Records Act"). The City's receipt, review, evaluation or any other act or omission concerning any such information shall not create an acceptance by the City of any obligation or duty to prevent the disclosure of any such information except as required by the Open Records Act. Offerors who submit information they believe should be exempt from disclosure under the Open Records Act shall clearly mark each document as confidential, proprietary or exempt, and state the legal basis for the exemption with supporting citations to the Official Code of Georgia. Pursuant to Georgia law, if the information is requested under the Open Records Act, the City shall make a final determination if any exemption actually exists for the City to deny the request and prevent disclosure. The City will withhold such information from public disclosure under the Open Records Act only if it determines, in its sole discretion, that there is a legal basis to do so.

#### **5.7 Policy on Drug-Free Workplace**

The final award of a contract is contingent upon the Offeror certifying to the City that a drug-free workplace will be provided for the Offeror's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. § 50-24-1, et seq.). The form of certification required is attached as Form II.

#### **5.8 SAVE Affidavit and Secure Verifiable Document**

Pursuant to O.C.G.A. § 50-36-1, the City must obtain a SAVE Affidavit and a secure and verifiable document evidencing the legal status of each entity and/or individual with which the City provides a public benefit, to include a contract with the City. The selected Offeror shall verify that it has, prior to executing the contract, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), and submitted such affidavit to the City in person, electronically, or by mail, in the FORM IV. Further, the selected Offeror shall verify that it has, prior to executing the contract, submitted a secure and verifiable document, evidencing the selected Offeror's legal status, to the City either in person or electronically (in compliance with the Uniform Electronic Transactions Act). The selected Offeror verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

#### **5.9 E-Verify**

The selected Offeror shall verify its compliance with O.C.G.A. § 13-10-91, as amended, by executing an affidavit in FORM III, stating affirmatively that it is submitting a contract to the City, a political subdivision of the State of Georgia, and that it has registered with and is participating in a federal

work authorization program (any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, P. L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.)

## **5.10 Insurance**

Within ten (10) days of notice of award, and at all times that an agreement is in force, the selected company/firm shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

- A. 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.
- B. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal 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.
- C. Automobile 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.
- D. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
- E. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- F. Professional (Errors and Omissions) Insurance for Professional Services with limits of liability of not less than \$3,000,000 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 the agreement. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the selected company/firm. 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, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The selected company/firm shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

G. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the selected company/firm receives notice of non-renewal or material adverse change of any of the required coverages, the selected company/firm shall promptly advise the City in writing. Failure of the selected company/firm to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the selected company/firm should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- A. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- B. 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 boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- C. Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

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

Certificates of Insurance showing that such coverage is in force shall be filed under the agreement by the selected company/firm to the City.

The obligations for the selected company/firm 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 selected company/firm whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.

## **5.11 Miscellaneous**

### **5.11.1 Compliance with Laws**

All applicable Federal and State of Georgia laws, City of Sandy Springs and Fulton County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.

### **5.11.2 Licenses**

Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.

### **5.11.3 Disqualification**

No response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

### **5.11.4 Financial Resources**

The City reserves the right to request from Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.

### **5.11.5 Proposal Preparation Costs**

The costs for developing and delivering responses to this RFP and any subsequent presentations of proposals as requested by the City are entirely the responsibility of Offerors. The City is not liable for any expense incurred by an Offeror in the preparation and presentation of its proposal.

### **5.11.6 City Property**

All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and the Offeror resulting from this RFP process.

### **5.11.7 City's Reservation of Rights**

While the City has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- A. modify, cancel or terminate this RFP at any time. Notice of such an event will be issued

on the City's website at <http://www.sandyspringsga.org/purchasing>. The City is not responsible and will not reimburse for proposal preparation costs in any event, including the cancellation of the RFP. Proposals may be returned upon request if unopened;

- B. reject any or all proposals received in response to this RFP, make a contract award based directly on the proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;
- C. waive and/or amend technicalities and informalities in proposals, in its sole discretion;
- D. waive any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal;
- E. not award if it is in the best interest of the City;
- F. make multiple awards if it is in the best interest of the City; and
- G. terminate any contract if the City determines adequate funds are not available.

## **TABLE OF FORMS**

- I. REQUEST FOR REFERENCES**
- II. CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE**
- III. CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)**
- IV. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**
- V. CERTIFICATION OF CONTRACTOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**
- VI. CORPORATE CERTIFICATE**
- VII. COST PROPOSAL FORM**
- VIII. PROPOSAL PRICE CERTIFICATION**

**FORM I**

**REQUEST FOR REFERENCES (Offeror to complete and return with Technical Proposal)**

All references must be from customers for whom your company has provided **similar services within the past five (5) years.**

References for: \_\_\_\_\_  
Offeror (Firm/Company) Name

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1. Reference Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Describe specific job performed and date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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2. Reference Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Describe specific job performed and date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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3. Reference Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Describe specific job performed and date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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4. Reference Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Describe specific job performed and date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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5. Reference Company \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Describe specific job performed and date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM II**

**CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE  
(Offeror to complete, sign and return with Technical Proposal)**

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 Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, 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 Agreement; 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 Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 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 Agreement.

CONTRACTOR:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM III**

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)  
(Offeror to complete, sign and return with Technical Proposal)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**FORM IV**

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION  
(Offeror to complete, sign and return with Technical Proposal)**

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. Section 50-36-1, I am stating 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 Code Section 16-10-20 of the Official Code of Georgia.

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 \_\_\_\_\_.

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:

\_\_\_\_\_

**FORM V**

**CERTIFICATION OF CONTRACTOR  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT  
(Offeror to complete, sign and return with Technical Proposal)**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 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 *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, 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. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

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 Agreement, 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 the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

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. Sections 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 Agreement, 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 Agreement, 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 this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and 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. Sections 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: \_\_\_\_\_

**FORM VI**

**CORPORATE CERTIFICATE**

**(Offeror to complete, sign and return with Technical Proposal)**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Offeror in the foregoing proposal; that \_\_\_\_\_, who signed said proposal on behalf of the Corporation was then \_\_\_\_\_(title) of said Corporation; that said proposal was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Signature

(Seal)

**FORM VII**

**COST PROPOSAL FORM**

**(To be completed and included in a separate sealed envelope labeled “Cost Proposal”)**

| Item Description                         | Fee |
|--|-----|
| SOFTWARE PURCHASE                        |     |
| IMPLEMENTATION FEES                      |     |
| DATA CONVERSION FEES                     |     |
| TRAINING FEES                            |     |
| LICENSING / MAINTENANCE FEES (RECURRING) |     |

**FORM VIII**

**PROPOSAL PRICE CERTIFICATION**

**(To be included in the separate sealed "Cost Proposal" envelope)**

The undersigned offers and agrees that if this proposal is accepted by City Council within one hundred twenty (120) days of the date of proposal opening, the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT/TYPE NAME: \_\_\_\_\_



**[SAMPLE AGREEMENT]**

**SERVICE AGREEMENT  
CASE MANAGEMENT SYSTEM FOR CITY OF SANDY SPRINGS  
MUNICIPAL COURT**

This Service Agreement (hereinafter "Agreement") is made this 1<sup>st</sup> day of \_\_\_\_\_, 2014 by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ (hereinafter "Contractor") located at \_\_\_\_\_ and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs").

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing case management software, support and systems implementation services for municipal and other court systems; and

**WHEREAS**, Sandy Springs has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

**WHEREAS**, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

**WHEREAS**, Sandy Springs wishes to acquire the Services from Contractor;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the Sandy Springs Court Administrator, or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term.**

This Agreement shall become effective as of the date of its execution, shall continue in effect until June 30, 2015. Sandy Springs has an option to renew this Agreement for an additional three (3) one (1) year terms.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

**6. Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

**7. Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

**8. Conflicts of Interest.**

Contractor warrants and represents that:

a. The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification.**

Contractor agrees to defend, indemnify and hold harmless Sandy Springs from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit F and incorporated herein by this reference.

Contractor warrants it has the rights to use and license all products, software and services provided under this Agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the software, products and Services within the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, trademark and patent indemnification shall survive the termination, cancellation or expiration of this Agreement.

11. **Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

12. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to Sandy Springs:**

John McDonough, City Manager  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350

With copies to:

Wendell Willard, City Attorney  
7840 Roswell Road, Suite 330  
Sandy Springs, Georgia 30350

**If to Contractor:**

With copies to:

\_\_\_\_\_  
Contractor Contact, Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

13. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

14. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

16. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

17. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Assistant City Attorney

(SEAL)

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

\_\_\_\_\_  
***CONTRACTOR OR VENDOR NAME***

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
Witness

[This Agreement to be executed in four (4) originals.]

## **EXHIBITS**

- EXHIBIT A**    Scope of Services
- EXHIBIT B**    Fee Schedule
- EXHIBIT C**    Certification of Contractor - Georgia Security and Immigration Compliance Act
- EXHIBIT D**    Certification of Sponsor Drug-Free Workplace
- EXHIBIT E**    Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT F**    Insurance Requirements
- EXHIBIT G**    Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

(Section 2 of RFP # 15-024 as amended through further negotiations with Sandy Springs)

**EXHIBIT B**

**FEE SCHEDULE**

(Form VII and Form VIII of RFP # 15-024)

**EXHIBIT C**  
(RFP # 15-024 Form V)  
**CERTIFICATION OF CONTRACTOR**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 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 *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, 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. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

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 Agreement, 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, 2010, 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 the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

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, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, 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 Agreement, 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 this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and 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. Sections 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: \_\_\_\_\_

**EXHIBIT D**  
(RFP # 15-024 Form I)  
**CERTIFICATION OF SPONSOR**  
**DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, 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 Agreement; 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 Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 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 Agreement.

CONTRACTOR:

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**  
(RFP # 15-024 Form IV)  
**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 am stating 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, 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:

\_\_\_\_\_

## **EXHIBIT F**

### **INSURANCE REQUIREMENTS**

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & 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. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal 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.
3. Automobile 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.
4. Umbrella Insurance with limits of liability 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) Insurance- For Professional Services with limits of liability of not less than \$3,000,000 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 & 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, misappropriation of trade secrets, Internet professional services, 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. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) 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 boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

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

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

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.

Certificate Holder should read:

The City of Sandy Springs  
7840 Roswell Road, Building-500  
Sandy Springs, Georgia 30350.

**EXHIBIT G**

(FORM III from RFP # 15-024)

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_