



TO: John McDonough, City Manager

FROM: Keith Sanders, Fire Chief

DATE: August 4, 2016 for placement on the August 16, 2016 City Council Work Session Agenda

ITEM: Consideration of approval to implement program to provide disaster recovery services for the citizens and businesses of Sandy Springs.

Recommendation:

The Fire Chief recommends the Mayor and City Council consider the implementation of a disaster recovery services program, as described in the attached draft Request for Qualifications ("RFQ").

Background and Discussion:

The purpose of the program is to provide disaster recovery services to the citizens and businesses of Sandy Springs. "Disaster recovery services" are broadly defined as services for damage to structures caused by fire, explosion, vehicle accident, natural disaster or other causes, as determined by the Fire Chief or designee. Such services will be provided by a properly licensed and approved company selected through a competitive RFQ process to provide victim assistance to citizens and businesses during and after times of disaster and to protect personal and real property, to include securing such property from additional damage, theft, vandalism or trespass.

The scope of services will include, among other things: securing/protecting structures from the elements and intruders; constructing point of entry for investigators; providing service on a 24/7 basis, with one hour maximum response time; and providing temporary housing of victims. For these services, there shall be no charge to the victims and no charge to Sandy Springs. The selected company will be paid through insurance proceeds and, to the extent there is no insurance, it is a loss to the company. The company shall fully indemnify the City against any and all claims and liability arising out of performance of the services.

Alternatives:

Not to approve the program, and provide further instruction to the Fire Chief.

Financial Impact:

There is no financial impact to Sandy Springs.

Attachments:

Draft RFQ, with attached Model Contract.



REQUEST FOR QUALIFICATIONS

RFQ # _____

Disaster Recovery Services
Sandy Springs Fire and Rescue

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

Responses are due:

_____, 2016, 2:00 p.m. (EST)

and should be delivered to:

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

in hard copy only; electronic or fax Responses will not be accepted.

Responses received after the deadline or at any other locations will not be accepted.

Deadline for questions is _____, 2016, no later than 5:00 p.m. (EST).

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

Questions must be directed in writing (e-mail) to:

City of Sandy Springs
Nesby Ingram, Purchasing Manager
ningram@sandyspringsga.gov

RESPONSE SIGNATURE AND CERTIFICATION

(This page must be completed and returned with Response)

The undersigned contractor proposes to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications ("RFQ"). It is understood and agreed that this Response constitutes an offer, which when accepted in writing by the City of Sandy Springs ("City"), and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City.

It is understood and agreed that the undersigned has read the City's specifications shown or referenced in the RFQ and that this Response is made in accordance with the provisions of such specifications. By written signature on this Response, the undersigned guarantees and certifies that all items included in this Response meet or exceed any and all City specifications described in this RFQ. The undersigned further agrees, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all Responses, waive technicalities and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this Response shall be valid and held open for a period of one hundred twenty (120) days from the Response opening date.

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response ("Respondent" or "Contractor") 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 Response and certify that I am authorized to sign this Response for Respondent. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq., relating to conflicts of interest, have not been violated and will not be violated in any respect.

Authorized Signature
for Respondent: _____

Date: _____

Print/Type Name: _____

Print/Type Respondent
Name Here: _____

RESPONDENT'S RFQ CONTACT INFORMATION
(This page MUST be completed and returned with Response)

FIRM NAME	
FIRM MAILING ADDRESS	
CITY	
STATE	
ZIP	
CONTACT NAME	
CONTACT E-MAIL ADDRESS	
CONTACT PHONE	

This form **MUST** be included with Response immediately following cover letter.

RESPONDENT'S RFQ CHECKLIST
Critical Things to Keep in Mind When Responding to an RFQ
for the City of Sandy Springs

1. _____ **Read the entire document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. _____ **Note the Purchasing Manager's name, address, and e-mail address.** This is the only person you are allowed to communicate with regarding the RFQ and is an excellent source of information.
3. _____ **Take advantage of the "question and answer" period.** Submit questions to the Purchasing Manager by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ will be posted to the City's website at <http://www.sandyspringsga.gov>.
4. _____ **Follow the format required in the RFQ** when preparing a Response. Provide point-by-point responses to all sections in a clear and concise manner.
5. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City will know what your firm's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Responses are evaluated based solely on the information and materials provided in response to the RFQ.
6. _____ **Use the forms provided** with the RFQ, if any.
7. _____ **Check the City's website for RFQ addenda.** Before submitting your Response, check the City's website at <http://www.sandyspringsga.gov> to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your Response.
8. _____ **Review the RFQ document again** to make sure that you have addressed all requirements. Your original Response and the requested copies must be identical and complete. The copies are provided to individuals evaluating Responses and will be used to rank submittals.
9. _____ **Submit Response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Responses will not be accepted.
10. _____ **Include a completed RFQ Contact Information form** immediately following your cover letter.
11. _____ **Include a completed Response Signature and Certification form.**

This checklist is provided for assistance only and should not be submitted with Response.

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CITY OF SANDY SPRINGS

Request for Qualifications # _____ Disaster Recovery Services Sandy Springs Fire and Rescue

SECTION 1: BACKGROUND

A. Purpose

The City of Sandy Springs (“City” or “Sandy Springs”) requests submittals of qualifications (“Response”) from Georgia licensed Contractors that are qualified and licensed to perform selective Disaster Recovery Services for the citizens and businesses of Sandy Springs when recommended by Sandy Springs Fire and Rescue. The successful Contractor(s) shall comply with all requirements and general conditions stated in this Request for Qualifications (“RFQ”). The City intends to establish a call list of Respondents that are qualified to meet the requirements of this RFQ. See Section 7: General Evaluation Process and Criteria for more information.

B. Project Description

The selected Contractor(s) will provide Disaster Recovery Services for the citizens and businesses of Sandy Springs. “Disaster Recovery Services” or “Services”, as used herein, are broadly defined as services for damage to structures caused by fire, explosion, vehicle accident, natural disaster or other causes, as determined by the Sandy Springs Fire Chief or designee, provided by a properly licensed and approved company to provide victim assistance to City citizens and businesses during and after times of disaster and to protect personal and real property to include securing property from additional damage, theft, vandalism or trespass. Please refer to Section 2: Scope of Services, for a more comprehensive list of Services to be provided by the successful Contractor(s) in this solicitation.

C. General Information about the City

Sandy Springs is located in Atlanta’s metro north, less than an hour from the world’s busiest airport. It is the metro area’s second largest city and the sixth largest city in the State of Georgia.

In June 2005, residents overwhelmingly voted to incorporate Sandy Springs, the first new city in Georgia in fifty (50) years. The City utilizes a public-private partnership model for operations. Aside from public safety (police and fire) and the City Manager’s executive staff, general City services are provided by Contractors. The success of the privatization model in Sandy Springs continues to attract attention from cities around the U.S., as well as around the globe.

The City’s population was estimated at 99,419 by the 2012 Census. Daytime population swells to more than 200,000 due to the heavy concentration of businesses located in the City, including UPS, Newell Rubbermaid, First Data, AirWatch, Cox Enterprises, and Intercontinental Exchange (corporate parent of the New York Stock Exchange), and the recent announcement of the Mercedes Benz relocation of its corporate headquarters to Sandy Springs. Two (2) of the most traveled arteries in the metro area, I-285 and Georgia 400, cross Sandy Springs, and the City is home to three (3) MARTA rail stations.

SECTION 2: SCOPE OF SERVICES

The selected Contractor(s) shall be licensed to conduct business in the City, and shall be responsible for providing the following Services, at a minimum:

- A. Secure/protect structures from the elements (including “winterizing” as specified by the City when appropriate) and secure/protect structures from intruders.
- B. Construct point of entry for investigators.
- C. Provide service on a 24/7 basis, with one (1) hour maximum response time.
- D. Provide Services at no cost to the property owner or the City. Contractor shall not bill homeowner/business directly but shall bill homeowner/business insurance companies directly. There will be no out-of-pocket expenses to the homeowner or business as the result of Services provided. Respondent understands that if the homeowner/business does not have insurance, the Services provided will be a loss to the Contractor.
- E. Provide temporary housing of victims at no charge to homeowners or victims. There shall be no charge, cost or billing directly to the City, homeowners or victims. If there is no insurance, it is a loss to the Contractor.
- F. Be able to provide the following services at no cost to the City (Respondent should describe which of the following services it is capable of providing and provide supporting materials):
 1. Board-up of windows, doors or openings and tarping
 2. Roof cover
 3. Temporary fencing
 4. Water extraction and mitigation
 5. Tree removal
 6. Structural stabilization
 7. Mold and mildew mitigation prevention
 8. Structural drying
 9. Water and sewage extraction and decontamination
 10. Winterization
 11. Contents care
 12. Displaced pet care/boarding
 13. Packing, moving, and content storage
 14. Emergency cleaning and deodorization
 15. Temporary power and generators
 16. One (1) hour response or less
 17. Citizen victim assistance program
 18. Temporary housing of victims
 19. NIMS 100 certified personnel
 20. Demolition services

21. Toll free or local phone number accessible 24 hours/7 days weekly by live person (answering machines are not acceptable)
22. Response provided in well-marked and well-maintained vehicles.
23. Responding personnel in well-marked uniforms or possess highly visible identification cards

An inspection will be performed by the property owner to determine if the site is adequately secured. The property owner may contact Sandy Springs Fire and Rescue if not satisfied with the Disaster Recovery Services and request an on-site visit by the duty Sandy Springs Battalion Chief for inspection.

In addition to other conditions and requirements set forth in this RFQ, the Contractor shall understand and comply with the following requirements:

- A. Because every incident is different, actual Services for each incident will be recommended by the on-scene Sandy Springs Battalion Chief.
- B. Agree to all City conditions and fully indemnify and hold the City harmless against any and all claims and liability arising out of board-up services, and provide insurance, all as described in this RFQ and in the Model Contract included as Exhibit B.

SECTION 3: PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be conducted for this RFQ on _____, 2016, at _____, ____m. (EST) at _____, located at _____ . Attendance at the pre-submittal conference is mandatory. Note that where any discrepancy exists between a verbal response during the pre-submittal conference and a written response to a question, the written response shall supersede the verbal response.

SECTION 4: PRE-SUBMITTAL INQUIRIES

A question and answer period has been established for this solicitation. All inquiries regarding this solicitation must be delivered in writing (e-mail to ningram@sandyspringsga.gov) no later than _____ p.m., _____, _____, 2016. After that date, questions may not be answered. Requests for information and questions should be directed and submitted to:

City of Sandy Springs
Attn: Nesby Ingram, Purchasing Manager
ningram@sandyspringsga.gov

Responses to questions and any additional information relating to this RFQ will be posted to the City's website <http://www.sandyspringsga.gov/business/doing-business-with-the-city/bidding-opportunities>. Informal verbal communications, or communications by any person other than the Purchasing Manager named in this RFQ shall be considered unofficial and the City shall have no responsibility to verify any information that is not contained in this RFQ or future addenda.

Please check the website regularly for updates and addenda. Receipt of addenda should be acknowledged in the submitted Response. It is Respondent's ultimate responsibility to ensure that it has all applicable addenda prior to submittal of its Response.

SECTION 5: PREPARATION OF RESPONSES

A. General

Each Respondent shall furnish all information required by the RFQ. Respondent shall examine carefully any drawings, specifications, schedules and instructions made available as part of this solicitation. Failure to do so will be at Respondent's risk, as Respondent will be held accountable for its Response.

An authorized agent of Respondent shall sign the Response Signature and Certification form included in this RFQ. The person signing the Response must initial erasures or other changes.

B. Contents of Response

Each Response shall thoroughly address each item contained in Section 2 – Scope of Services. In addition, each Response shall include the following items, which will assist the City in its determination of the overall qualifications of the Respondent:

1. Cover Letter. Each Response shall be accompanied by a cover letter which summarizes key points of the Response. This letter shall not exceed two (2) pages, and shall be signed by a representative of the responding firm who is authorized to negotiate the details of the proposed Services and commit Respondent's resources.
2. Single Point of Contact. Each Response shall provide the name of a single point of contact who is responsible for making decisions relating to the Response and any contract that may be awarded, should Respondent be the successful Contractor. The City requires a single point of contact who will be available to answer questions and resolve any issues during the entire contract period. Please utilize "Respondent's RFQ Contact Information" form on page 3 of this RFQ.
3. Overview and History of Firm. Each Response shall provide a brief overview and history of the responding firm, including, but not limited to, ownership, size, location, number of employees and key personnel.
4. Statement of Background and Experience of Firm. Each Response shall provide a detailed statement of the background and experience of the responding firm in performing the Services described in this RFQ and the firm's ability to meet the requirements of this RFQ.
5. Reference Projects. Each Response shall identify three (3) reference projects completed by the responding firm within the past five (5) years of comparable size and scope as that described in this RFQ, preferably municipal projects in Georgia. See Section 7(C) for additional information related to this requirement.

6. Signature and Certification. Each Response shall include a completed “Response Signature and Certification” in the form provided on page 2 of this RFQ. **Unsigned Responses will not be considered.**
7. Acknowledgment of Addenda. Each Response shall include an acknowledgment of receipt of any addenda issued for this solicitation.
8. Miscellaneous. Each Response shall include any other information requested by this RFQ and any addenda.

SECTION 6: SUBMITTAL OF RESPONSES

A. General

Each Response to this RFQ shall address the elements described in the Section 5: Preparation of Responses. Responses shall be as succinct as possible while completely providing all requested information. All Responses shall be printed on single sided paper, size 8-1/2 X 11” or folded to such size. Font shall be 11 point or larger.

All Responses shall be in writing delivered to:

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

B. Presentation of Responses

All Responses shall be presented in a sealed opaque package with the following language clearly marked on the outside of the package:

“RFQ _____ - Disaster Recovery Services, Sandy Springs Fire and Rescue

The name and address of Respondent must also clearly be marked on the outside of the sealed package.

Include one (1) original Response clearly marked “Original”, six (6) hard copies, and one (1) digital copy in PDF format saved to a CD or USB flash drive.

Electronic and facsimile Responses shall not be accepted.

C. Deadline for Responses

Responses are due no later than _____ p.m. (EST), _____, _____, 2016. Responses received after this date and time or at any other location cannot be accepted or considered.

The City is not responsible for delays caused by traffic, inclement weather or any other reason. The City is not responsible for late deliveries by couriers, USPS or package express companies (UPS, FedEx, etc.). It is the sole responsibility of Respondent to submit its Response by the date due.

D. Withdrawal of Response

Prior to the Response due date, a submitted Response may be withdrawn by the Respondent by submitting a written request to the Purchasing Manager named herein. A person authorized to sign for the Respondent must sign all such requests.

SECTION 7: GENERAL EVALUATION PROCESS AND CRITERIA

A. General Information

The information required by this RFQ will enable the City to gather information and identify qualified firms to perform the work described in the Scope of Services. After reviewing the information submitted in response to this RFQ, Sandy Springs expects to establish a list of Contractors capable of meeting the City's requirements (the "Call List"). Contractors included on the Call List will generally be selected for work on a rotating basis, although the City reserves the right to use any Contractor on the Call List at any time.

The City will conduct a comprehensive, fair and impartial evaluation of all Responses received. The evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

An evaluation team will be established by the City to evaluate the Responses ("Evaluation Committee"). The Evaluation Committee may invite the most qualified Respondents to interview. The City retains the right to select only one (1) Respondent and negotiate a contract. The City may also determine that no qualified Responses have been received and reject all Responses.

Please Note:

1. All RFQ requirements must be met, or capable of being met by the Respondent or the Response will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those Contractors with the necessary resources and a commitment to complete all project work on schedule should submit a Response.
2. If Contractor(s) are selected, the City makes no guarantees regarding the number of calls any Contractor included on the Call List may receive.
3. Being placed on the Call List of qualified Contractors does not guarantee any work to any Contractor, and the City reserves the right to use the particular Contractor best suited for the job, as determined by the City in its sole discretion.

4. The City shall have no direct contractual relationship with any property owner or victim and shall be a third party to the Contractor's relationship with property owners, victims, and insurance companies.

B. Interviews

At the City's discretion, selected Respondents may be interviewed and re-evaluated based upon the criteria set out in this RFQ, or other criteria to be determined by the Evaluation Committee (i.e., unique qualities or approaches taken to differentiate from other Respondents). Selected Respondents may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, or other factors as appropriate.

Any information received by the Evaluation Committee subsequent to Response submittal will be used to further evaluate the Respondents to determine whether they will be placed on the Call List. Final approval of a selected Respondent is subject to the City's Purchasing Policies.

C. Past Performance – Reference Projects

The City, at its discretion, may review past performance of the Respondent. Respondent shall include three (3) reference projects from the past three (3) to five (5) years. Projects shall be similar in scope and size to the Project.

The description of reference projects included in the Response should include the following information: name of the organization, contact name, contact information, description of the project, brief summary of services provided and period of performance.

D. Evaluation Criteria (not in any specific order of rank)

The following criteria will be used to evaluate Responses:

1. Does the information provided by Respondent adequately satisfy the City regarding Contractor's qualifications and expertise in executing the requirements of this RFQ?
2. Has Respondent demonstrated an ability to meet desired timelines?
3. Does Respondent have five (5) plus years of experience in providing Disaster Recovery Services similar to those described in this RFQ?
4. Do the references submitted by Respondent support the information contained in the Response and adequately satisfy the City regarding Contractor's qualifications and expertise in executing the requirements of this RFQ?

The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category.

To facilitate comparative analysis and evaluation of Responses, it is desired that a uniform format be employed in structuring each Response. Respondent's degree of compliance with the requirements of the RFQ, and particularly Section 5, will be a factor in evaluation of the Response. Responses with major deviations or omissions may not be considered for detailed study. A Contractor's Response will become part of its contract with the City, should that Contractor be selected for award under the RFQ.

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

E. Best and Final Offer

Contractors submitting Responses should be aware that the Evaluation Committee has sole discretion to determine what constitutes the best value and offer for the City. Consequently, Respondents are urged to submit best possible terms in their original submittal.

F. Award

Award will be made to the highest scoring responsive and responsible Respondent(s) according to the criteria stated in this RFQ. The City may make such independent investigations as it deems necessary to determine the ability of Contractor(s) to perform, and Contractor(s) shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Response if the evidence submitted by, or investigations of such Contractor, fails to satisfy the City that such Contractor is properly qualified to carry out the obligations described in the Scope of Services.

SECTION 8: SCHEDULE OF EVENTS

EVENT	DATE
RFQ Issue Date	
Pre-Submittal Conference	
Deadline for Receipt of Written Questions	
Deadline for Posting of Written Answers to City's Website	
Response Due	

SECTION 9: TERMS AND CONDITIONS

A. Model Contract

The City's terms and conditions are set forth below and in the form of contract ("Model Contract") included as Exhibit B to this RFQ. Respondents shall review the Model Contract with the understanding that the City will require the successful Contractor(s) to enter into this document.

Please note that Contractor will be required to execute certain certifications that are exhibits to the Model Contract, including, but not limited to, the following:

1. Policy on Drug-Free Workplace. The award of a Contract is contingent upon the Respondent certifying to the City that a drug-free workplace will be provided for the Respondent'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.).
2. 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 Contractor 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. Further, the selected Contractor shall verify that it has, prior to executing the Contract, submitted a secure and verifiable document, evidencing the selected Contractor's legal status, to the City either in person or electronically (in compliance with the Uniform Electronic Transactions Act). The selected Contractor 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).
3. E-Verify. The selected Contractor shall verify its compliance with O.C.G.A. § 13-10-91, as amended, by executing an affidavit 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 Department 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.)

In general, the City is unable to negotiate or revise Contract provisions; however, the City reserves the right to make changes to the Model Contract. If a Respondent believes certain Contract provisions are out of date, not applicable or place an undue burden or cost on Respondent, Respondent shall address these concerns in writing during the question and answer period (see Section 4). If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the Response. If no exceptions are stated, it is assumed that Respondent fully agrees to the Model Contract in its entirety.

The Purchasing Manager will review and determine the appropriate response to any questions or exceptions. If the City determines a change is warranted; an addendum will be posted to this RFQ. The City may deem any Response containing Contract changes or exceptions non-responsive and reject the Response.

This RFQ document, together with its addenda, amendments, attachments, modifications, Contractor's Response including any amendments, a "best and final offer," and any clarification question responses, when executed, becomes part of the Contract between the parties.

If any terms and conditions contained in the Contractor's Response to this RFQ or any follow up correspondence with the City are found to contradict the terms and conditions of this RFQ, any addenda or any Contract entered into by the Contractor and the City as a result of this RFQ, the City's terms shall govern. External content, such as web links, in no way alter any agreement between the Contractor and the City nor do they become part of the Contract.

Each Response is received with the understanding that the acceptance in writing by the City of the offer to furnish the Services described therein shall constitute a contract between the Respondent and the City which shall bind the Respondent on its part to furnish and deliver the Services in accordance with the conditions of said accepted Response.

B. Other Terms and Conditions

The following terms and conditions shall also apply to this solicitation:

1. Proprietary Information. All Responses and supporting materials as well as correspondence relating to this RFQ become property of the City when received. Except as otherwise provided by law, information submitted by a Respondent in the solicitation process shall be subject to disclosure after award in accordance with the Georgia Open Records Act. Any proprietary information contained in the Response should be so indicated; however, a general indication that the entire contents, or a major portion, of the Response is proprietary will not be honored.
2. Conflict of Interest. If a Respondent has any existing client relationship(s) involving the City that would prevent its being objective, the Respondent must disclose such relationship(s) in its Response.
3. Applicable 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 Respondents throughout the solicitation and contract period and are incorporated herein.
4. Americans with Disabilities Act. All work performed by the successful Contractor shall be performed in compliance with the Americans with Disabilities Act.
5. 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.
6. Ineligible Respondent. 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.
7. Respondent Financial Resources. The City shall be able to request of Respondents satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFQ.

8. Communications. From the date this RFQ is issued until Contractor(s) are selected, Respondents are not allowed to communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Nesby Ingram, Purchasing Manager for the City and procurement agent in charge of this solicitation. Any unauthorized contact may disqualify Respondent from further consideration. Contact information for the Purchasing Manager is as follows:

Purchasing Manager: Nesby Ingram
Address: 7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350
E-mail Address: ningram@sandyspringsga.gov

9. Costs of Response Preparation. The costs for developing and delivering a Response to this RFQ and any subsequent presentations of the Response as requested by the City are entirely the responsibility of the Respondent. The City is not liable for any expense incurred by the Respondent in the preparation and presentation of its Response.
10. City Furnished Property. The City will furnish no material, labor or facilities in connection with the work described in this RFQ unless so stated in this RFQ.
11. City Reservation of Rights. While the City of Sandy Springs has every intention to make an award as a result of this solicitation, issuance of the RFQ in no way constitutes a commitment by the City to designate qualified Contractors or 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. Cancel or terminate this RFQ at any time. A notice of cancellation will be issued in writing to the Respondents. If the RFQ is cancelled, the City will not reimburse any Contractor for preparation of its Response. Responses may be returned upon request if unopened;
 - b. Reject any or all Responses received to this RFQ, make a contract award based directly on the Responses received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Respondents;
 - c. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFQ which would not have significant impact on any Response;
 - d. Make partial award or no award if it is in the best interest of the City to do so; and
 - e. Terminate any contract if the City determines adequate funds are not available.

EXHIBIT A
PROGRAM OUTLINE

A. Disaster Recovery Service Rotation

It is the intent of Sandy Springs to operate the Disaster Recovery Services Rotation Program as described within this Exhibit; however, the City reserves the right to deviate from this process if it believes it is in the best interest of the City or its citizens. The City further reserves the right to alter or eliminate this program without any obligation to any program participants.

B. Contractor Performance Management

Contractor Addition/Deletion –

Number of contractors determined by the Mayor and City Council

1. Selection of Contractors determined by the Mayor and City Council
2. Contractors are added/deleted annually effective January 1st of each year
3. Upon request, Purchasing Director will provide the Statement of Work
4. Responses from new contractors for addition to the rotation that are received by November 1st of each year will be evaluated by the City for inclusion into the program
5. For existing contractors, the City will make a determination for continued participation in the program based on the previous year's performance and their maintenance of their program requirements for participation
6. Contractor not selected for either continued or new participation in the rotation will be advised in writing and existing contractors' contracts will be cancelled
7. All contracts are three (3) years, running from January 1st through December 31st and automatically renew for the next calendar year unless cancelled by either party

C. Disaster Recovery Rotation Process

The process begins with the presence of the fire department on the scene. The fire officer in charge (OIC) determines the need for disaster recovery services. Once the need is identified, the OIC advises the property owner of the need for services. If the property owner agrees that the services are necessary, the OIC may offer the use of a Sandy Springs approved contractor if the property owner does not already have a preferred provider. If the property owner already has a preferred provider, the owner is responsible for securing and paying for those services.

If the owner elects to utilize a Sandy Springs Disaster Recovery Services approved contractor, the OIC will then contact the Chattcom 911 Communications center (911 Center) and request that the next contractor in the rotation be contacted for the provision of disaster recovery services.

Once the 911 Center receives the request, they will ascertain which contractor is the next in the rotation and will contact that provider. The contractor will then advise the 911 Center of their intention as to whether or not they will accept the assignment. The point at which the contractor accepts the assignment begins the time for their response to the scene.

If the contractor does not accept the assignment, they will be placed back in the rotation and will be contacted for a future assignment only after the rotation has come back to them again. Refusal of assignment will serve as a forfeiture of your position in the rotation for that round.

D. Rotation Set-up

Rotation of companies in the program is in an alphabetical order by company name.

E. Adding New Contractors

When new contractors are added to the rotation, they will be inserted in contractor list maintaining the alphabetical order of the list. The rotation for second year commences at the point it left off the previous year. The next company in the rotation will be the one that follows the last contractor selected regardless of whether or not the next contractor is new to the program.

F. Addressing Performance Issues

1. Performance Issue Identified – Complaint/issue involving contractor performance received
2. Fire Chief Reviews Complaint – Determines if complaint is valid
3. Severity Determination Made – Determines if City management should take action or if corrective action can be taken by the Fire Chief, or their designee
4. Corrective Action Determined – Warning, *Probation, or **Suspension determination made
5. Contractor Advised – Once advised, the Contractor advises in writing what corrective action/process they have implemented for resolution of the issue. This Fire Chief's office must receive the plan of action within five (5) business days.

*Probation indicates additional performance concerns may/will result in suspension from the program

**Suspension will result in the Contractor being removed from the rotation for a specified period of time at the City's discretion

EXHIBIT B
MODEL CONTRACT

DRAFT



[MODEL CONTRACT]

AGREEMENT FOR SERVICES

**Disaster Recovery Services
Sandy Springs Fire and Rescue**

This Agreement for Services (hereinafter "Agreement") is made this _____ day of _____, 2016, by and between _____ (hereinafter "Contractor") located at _____ and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs" or "City").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing Disaster Recovery Services ("Services"), as described in the Scope of Services attached hereto as Exhibit A; and

WHEREAS, the City has a need to acquire the Services for its citizens and businesses; and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for the City; and

WHEREAS, the City 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 to Sandy Springs the Services described 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 Chief of Sandy Springs Fire and Rescue, 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.**

The Services shall be provided by Contractor at no cost to the City, its citizens or businesses. Contractor agrees not to bill the City, citizens, homeowners, or businesses directly, but will seek compensation only through billing applicable insurance companies covering citizens, homeowners or businesses that receive Services. No out-of-pocket expenses shall be charged to citizens, homeowners or businesses receiving Services. Contractor understands that

if there is no applicable insurance covering a citizen, homeowner or business receiving Services, the cost of such services is a loss to Contractor.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City 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 the City 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 the City.

4. **Term**

Subject to any provisions of this Agreement relating to earlier termination, this Agreement shall be effective commencing on _____ and shall terminate at midnight on June 30, 2017, absolutely and without further obligation of any kind on the part of the City. Thereafter, the Agreement will be renewed automatically for five (5) successive terms of one (1) year each unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then existing term.

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 the City 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 the City 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.

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 the City 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.

6. **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 but not limited to the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit B, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit C, in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit D, and in Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit E, and agrees to execute and provide such certifications to the City, 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.

The Contractor shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in Exhibit G, Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964, attached hereto and incorporated herein.

7. **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. it 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. it is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. it 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.

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

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, homeowners, and businesses, 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.

9. **Indemnification.**

Contractor covenants and agrees to take and assume all responsibility for the Services rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the City, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "City Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortuous conduct arising out of the Services, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City or City Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the City or City Parties, by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City and City Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

10. **Insurance Requirements.**

Contractor shall comply with the insurance requirements attached hereto as Exhibit F and incorporated herein by this reference.

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

City of Sandy Springs Fire Chief
7840 Roswell Road, Building 500
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. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

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. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

16. **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.

17. **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.

18. **Heading**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

19. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

20. **Copyright, Trademark and Patent Indemnification**

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 used in 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.

21. **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:

(SEAL)

By: _____
Assistant City Attorney

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[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** Certification of Contractor - Georgia Security and Immigration Compliance Act
- EXHIBIT C** Certification of Sponsor Drug-Free Workplace
- EXHIBIT D** Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT E** Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
- EXHIBIT F** Insurance Requirements
- EXHIBIT G** Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

DRAFT

EXHIBIT A

SCOPE OF SERVICES

The selected Contractor(s) shall be licensed to conduct business in the City, and shall be responsible for providing the following Services, at a minimum:

- A. Secure/protect structures from the elements (including “winterizing” as specified by the City when appropriate) and secure/protect structures from intruders.
- B. Construct point of entry for investigators.
- C. Provide service on a 24/7 basis, with one (1) hour maximum response time.
- D. Provide Services at no cost to the property owner or the City. Contractor shall not bill homeowner/business directly but shall bill homeowner/business insurance companies directly. There will be no out-of-pocket expenses to the homeowner or business as the result of Services provided. Respondent understands that if the homeowner/business does not have insurance, the Services provided will be a loss to the Contractor.
- E. Provide temporary housing of victims at no charge to homeowners or victims. There shall be no charge, cost or billing directly to the City, homeowners or victims. If there is no insurance, it is a loss to the Contractor.
- F. Be able to provide the following services at no cost to the City (Respondent should describe which of the following services it is capable of providing and provide supporting materials):
 - 1. Board-up of windows, doors or openings and tarping
 - 2. Roof cover
 - 3. Temporary fencing
 - 4. Water extraction and mitigation
 - 5. Tree removal
 - 6. Structural stabilization
 - 7. Mold and mildew mitigation prevention
 - 8. Structural drying
 - 9. Water and sewage extraction and decontamination
 - 10. Winterization
 - 11. Contents care
 - 12. Displaced pet care/boarding
 - 13. Packing, moving, and content storage
 - 14. Emergency cleaning and deodorization
 - 15. Temporary power and generators
 - 16. One (1) hour response or less
 - 17. Citizen victim assistance program
 - 18. Temporary housing of victims
 - 19. NIMS 100 certified personnel
 - 20. Demolition services
 - 21. Toll free or local phone number accessible 24 hours/7 days weekly by live person (answering machines are not acceptable)

22. Response provided in well-marked and well-maintained vehicles.
23. Responding personnel in well-marked uniforms or possess highly visible identification cards.

An inspection will be performed by the property owner to determine if the site is adequately secured. The property owner may contact Sandy Springs Fire and Rescue if not satisfied with the Disaster Recovery Services and request an on-site visit by the duty Sandy Springs Battalion Chief for inspection.

In addition to other conditions and requirements set forth above, the Contractor shall understand and comply with the following requirements:

- A. Because every incident is different, actual Services for each incident will be recommended by the on-scene Sandy Springs Battalion Chief.
- B. Agree to all City conditions and fully indemnify and hold the City harmless against any and all claims and liability arising out of board-up services, and provide insurance, all as provided in this Agreement.
- C. Comply with all requirements, terms, conditions contained in that certain Request for Qualifications # _____ for Disaster Recovery Services, Sandy Springs Fire and Rescue, dated _____, 2016, and perform all services as described therein and in Contractor's Response thereto, dated _____, 2016, which, together with any addenda, amendments, attachments, modifications, clarification question responses, and best and final offer, are incorporated herein by reference.

EXHIBIT B

**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 ("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 C

**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 D

**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 E

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 _____, 20__, 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: _____

EXHIBIT F

INSURANCE REQUIREMENTS

1. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of its contract ("Contract") with the City of Sandy Springs ("Sandy Springs" or "Owner"), insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the services ("Work") hereunder by the Contractor, its agents, representatives, employees, subcontractors and any tier directly employed or retained by either. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, Sandy Springs requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Sandy Springs. All insurance policies, endorsements, certificates, and/or binders shall be subject to approval by Sandy Springs as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by Sandy Springs.

2. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard, . This coverage may be achieved by using an excess or umbrella policy and any other type of liability for which this Contract applies. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- b. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Insurance shall include all owned, non-owned and hired vehicle liability.
- c. Workers' Compensation and Employers' Liability: 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 and Employer's Liability of \$1,000,000 per occurrence or disease.
- d. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required.
- e. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess

coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and Employer's Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

- f. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

3. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability, Automobile Liability, and Umbrella/Excess Insurance
- i. Additional Insured Requirement. Sandy Springs, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") shall be **covered as additional**

insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

- ii. Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and non-contributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- iv. Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- v. Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

5. Workers' Compensation and Employer's Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of the Contract, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

6. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for Owner.

7. All Coverages

a. Notice Requirement.

Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of Sandy Springs Fire and Rescue, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350. Owner reserves

the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

b. Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Sandy Springs. All policies shall be subject to approval by the Sandy Springs City Attorney's Office as to form and content.

c. Failure of Insurers.

Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form/

8. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any Work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

9. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in the Contract, including, but not limited to, naming the Insured Parties as additional insureds.

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

10. Non-Limitation on the Contractor's Liability

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.

EXHIBIT G

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of the Contract, Contractor, for itself, its assignees and successors in interest (hereinafter referred to together as "Contractor"), agrees as follows:

1. Compliance with Regulations: Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated herein by reference and made a part of the Contract.
2. Nondiscrimination: Contractor, with regard to the work performed by it afterward and prior to completion of the Contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations. In addition, Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to Contractors under the Contract until the Contractor complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: Contractor shall include the provisions of paragraph (1)

through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

DRAFT

Disaster Recovery

Keith Sanders
Fire Chief

August 16, 2016





Disaster Recovery Services

- Defined as services for damage to structures caused by fire, explosion, vehicle accident., natural disaster, or other causes
- Provides victim assistance to citizens and businesses during and after times of disaster
- Protects personal and real property to include securing property from additional damage, theft, vandalism or trespass



SCOPE OF SERVICES

- Secure/protect structures from the elements and intruders
- Construct a point of entry for investigators
- Provide 24/7 basis, with one (1) hour maximum response time
- Provides temporary housing of victims at no charge to homeowners or victims. There shall be no charge, cost or billing directly to the city, homeowners or victims. If there is no insurance, it is a loss to the contractor.
- Provides Services at no cost to the property owner or the city. Contractor shall bill homeowner or business insurance companies directly.



SCOPE OF SERVICES (Continued)

- Be able to provide the following services at no cost to the City or property owner:
 - Board-up of windows, doors or openings and tarping
 - Roof cover
 - Temporary fencing
 - Water extraction and mitigation
 - Tree removal
 - Structural stabilization
 - Mold and Mildew mitigation prevention
 - Structural drying
 - Water and sewage extraction and decontamination
 - Winterization
 - Contents care
 - Displaced pet care/boarding



SCOPE OF SERVICES (Continued)

- Packing, moving, and content storage
- Emergency cleaning and deodorization
- Temporary power and generators
- One (1) hour response or less
- Citizen victim assistance program
- Temporary housing of victims
- NIMS 100 certified personnel
- Demolition services
- Toll free or local phone number accessible 24 hours/7 days weekly by live person
- Response provided in well-marked and well-maintained vehicles
- Responding personnel in well-marked uniforms or possess highly visible identification cards



HOW PROCESS WORKS

- Fire department arrives on a working incident
- The on scene fire officer in charge of the incident determines the need for disaster recovery services
- The fire officer will advise property owner representative of the needed service.
- If the property owner agrees that the services are necessary the fire officer will offer the use of a Sandy Springs approved contractor.
- If property representative agrees then the fire officer will contact Chattcom 911 and request the next contractor in the rotation for the provision of disaster recovery services.



NEXT STEP

- Request Mayor and Council support
- Advertise RFQ Issue Date
- Pre-Submittal Conference
- Deadline for Receipt of Written Questions
- Responses Due
- Establish evaluation team
- Review and interview of selected Respondents
- Utilize defined Evaluation Criteria
- Award



Discussion