



REQUEST FOR QUOTE

27-001

Generator Repair and Maintenance Services

RFQ DUE DATE: July 17, 2026, 2:00 P.M. EDT

QUESTION DUE DATE: July 10, 2026, 5:00 P.M. EDT

The City of Sandy Springs will only accept online submissions for this RFQ. Quotes shall be submitted online at: <https://sandysprings.bonfirehub.com/projectDrafts/243217/details> quotes submitted after the bid close date, **July 17, 2026, 2:00 p.m.**, will not be accepted. Note: Any quote submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

GENERAL INFORMATION:

1. All communications regarding this solicitation must be with the assigned Procurement Agent, Reginald Starling, ekelly@sandyspringsga.gov.
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projectDrafts/243217/details>. Questions are due **no later than July 10, 2026, 5:00 p.m.** Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at <https://sandysprings.bonfirehub.com/projectDrafts/243217/details>. It is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.

General Terms and Conditions

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 If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror must address these concerns in writing during the question and answer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 RFQ. If a firm is unwilling to execute the Model Contract, whether modified by addendum or not, a Quote should not be submitted.

The City may deem any bid/quote containing contract changes or exceptions non-responsive and reject the quote. The RFQ document, together with its addenda, amendments, attachments, modifications. Offeror's Quote, including any amendments a "best and final offer", and any clarifications Questions and responses, when executed, becomes part of the contract between the parties. The City does not intend to accept alternate terms and conditions to the Model contract.

All Offerors are hereby notified that any digital content, applications, websites, or technology services provided under this solicitation must comply with the accessibility standards established under the Americans with Disabilities Act (ADA) and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Offerors must demonstrate their ability to deliver products and/or services that are accessible to individuals with disabilities, including compatibility with assistive technologies such as screen readers, keyboard navigation, and voice recognition tools.

While the City 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 award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its discretion, reserves the right to:

1. Cancel or terminate this RFQ at any time. A notice of cancellation will be issued. If the RFQ is cancelled, the City will not reimburse any Offeror for preparation of its Response. Responses may be returned upon request if unopened;
2. Reject any or all Responses received, 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 or more Offerors;
3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFQ which would not have significant impact on any Response;
4. Make partial award or no award if it is in the best interest of the City to do so; and
5. Terminate any contract if the City determines adequate funds are not available.

SECTION 1: GENERAL INFORMATION

The City of Sandy Springs is soliciting competitive quotes from qualified contractors to provide citywide backup generator preventive maintenance, annual load bank testing, software-based remote monitoring, emergency response, and corrective repair services for municipal facilities. This Statement of Work establishes the minimum service requirements to be used for competitive quotation purposes.

Vendors shall provide a complete quote covering all sites and required services described in this Statement of Work. Award will be made to the lowest responsive and responsible vendor whose quote meets all minimum requirements, specifications, response time requirements, licensing requirements, and required submission documents. The City may deem a quote non-responsive if the vendor takes material exception to the scope, fails to provide required information, or cannot demonstrate the ability to perform the required services. Pricing shall be submitted only on the separate Fee Schedule provided by the City.

Contractor Qualifications and Licensing

- Demonstrated experience servicing municipal, institutional, or commercial standby generator fleets.
- Capability to support Kohler, CAT, Onan/Cummins, and other installed generator equipment reflected in the City inventory.
- Qualified technicians for generator controls, automatic transfer switch troubleshooting, load bank testing, remote monitoring support, and emergency service.
- Ability to provide 24/7/365 emergency response services for critical facilities.
- Compliance with all applicable State of Georgia licensing requirements for the work performed under this agreement.
- **Electrical contracting work shall be performed by a contractor holding the appropriate Georgia Electrical Contractor license, when required by law.**
- **Low-voltage contracting work, including alarm, monitoring, telecommunications, or related low-voltage system work, shall be performed by a contractor holding the appropriate Georgia Low Voltage Contractor license, when required by law.**
- The contractor shall provide copies of applicable licenses with its submission and shall ensure that all subcontractors performing regulated work are properly licensed.

Existing Site Inventory and Baseline Asset List

The following site list is based on the City's existing generator maintenance inventory and shall be used as the baseline service list. The awarded contractor shall verify all field conditions, equipment data, remote monitoring status, and associated automatic transfer switch information during mobilization.

Address	Site Name	Listed Unit / Make	Listed Capacity	Remote Monitoring Status
1 Galambos Way	City Hall #1	SGM32HCFH Kohler	400 kW	Yes - Fleet Savvy
1 Galambos Way	City Hall #2	SGM32HCFJ Kohler	400 kW	Yes - Fleet Savvy
1 Galambos Way	City Hall Parking	150REOZJF Kohler	106 kW	Yes - Fleet Savvy
1425 Spalding Dr	Fire Station 51	Onan	6 kW	Future objective
135 Johnson Ferry Rd NE	Fire Station 2	350REZXD Kohler	300 kW	Yes - Fleet Savvy

Address	Site Name	Listed Unit / Make	Listed Capacity	Remote Monitoring Status
6025 Raider Dr	Fire Station 53	Onan	100 kW	Future objective
4697 Wieuca Rd NE	Fire Station 54	Onan	12 kW	Future objective
8475 Roswell Rd	Fleet Center	GENRAC	50 kW	Future Objective
7800 Mt Vernon Rd	Fire Station 5	Kohler	250 kW	Yes - Fleet Savvy
620 Morgan Falls Rd	Police Headquarters / Courthouse	CAT	800 kW	Yes - Fleet Savvy
7477 Trowbridge Rd	Trowbridge Generator	26RCA Kohler	26 kW	Future Objective

Scope of Services

The contractor shall furnish all labor, supervision, tools, transportation, diagnostic equipment, consumables, software access, reporting, and incidentals required to inspect, maintain, monitor, test, troubleshoot, and repair the City's backup generator systems in accordance with this Statement of Work.

Mobilization and Asset Verification

- Within thirty (30) calendar days after notice to proceed, verify generator make, model, serial number, capacity, fuel type, voltage, phase, controller type, enclosure type, remote monitoring status, and automatic transfer switch information for each site.
- Provide a corrected generator asset register in Excel or PDF format.
- Identify discrepancies between the City's baseline inventory and field conditions.
- Identify any monitoring compatibility concerns, equipment deficiencies, or access limitations discovered during mobilization.

Preventive Maintenance Frequency

- Provide semi-annual preventive maintenance for each covered generator.
- At minimum, each generator shall receive one (1) minor preventive maintenance service and one (1) major preventive maintenance service each contract year, unless otherwise approved in writing by the City.
- Preventive maintenance shall be coordinated with the City in advance to minimize operational impacts at City Hall, Police Headquarters/Courthouse, Fire Stations, Fleet Center, and other critical facilities.
- The contractor shall return each generator and associated system to automatic/normal operating mode before leaving the site.

Minor Preventive Maintenance Requirements

Minor preventive maintenance shall include, at minimum, the following tasks:

- Visual inspection of the generator, enclosure, and accessories.
- Check engine oil, coolant, and fuel levels.
- Inspect belts, hoses, clamps, and cooling system.
- Inspect air intake and exhaust systems.
- Inspect fuel system for leaks or deficiencies.
- Inspect engine block heater operation.
- Inspect battery charger operation.

- Perform and document battery load test.
- Clean and inspect battery terminals and cables.
- Inspect electrical connections for signs of overheating or looseness.
- Inspect generator control panel and record alarms.
- Verify automatic exercise operation.
- Inspect for fluid leaks, corrosion, vibration, or abnormal operating conditions.
- Exercise the generator and verify proper operation.
- Submit a detailed emailed service report within five (5) business days identifying deficiencies and recommended repairs.

Major Preventive Maintenance Requirements

Major preventive maintenance shall include, at minimum, the following tasks:

- Replace engine oil and oil filter.
- Replace fuel filters.
- Replace air filter(s).
- Inspect coolant condition and freeze protection.
- Inspect radiator and cooling system.
- Inspect engine mounting hardware.
- Inspect generator windings and electrical connections.
- Perform annual load bank testing as described in this Statement of Work.
- Inspect and test automatic transfer switch operation.
- Verify engine safeties and shutdown functions.
- Record and document all operating parameters during testing.
- Submit a detailed electronic service report within five (5) business days identifying deficiencies and recommended repairs.

Battery Testing, Generator Exercising, and ATS Testing

- A battery load test and battery charger inspection shall be performed and documented during every preventive maintenance visit.
- The contractor shall exercise each generator during every preventive maintenance visit and document operating parameters and deficiencies observed.
- The automatic transfer switch shall be visually inspected and operationally tested during each preventive maintenance visit.
- Automatic transfer switch inspection and operational testing shall be included in the annual preventive maintenance service requirements.
- The Contractor shall provide an emergency incident summary for all critical generator failures, no-start conditions, emergency service calls, and events impacting generator readiness or facility backup power. The summary shall include the site location, date and time of incident, issue reported, response time, actions taken, parts or repairs needed, current operating status, and any recommended corrective action

Annual Load Bank Testing

- Annual load bank testing shall be performed on all City-owned generators, including City Hall generators, Police Headquarters/Courthouse, Fleet Center, all Fire Stations, and the Trowbridge generator upon commissioning.
- The City currently uses portable load bank testing as part of its generator maintenance program. Building-load testing shall not be substituted unless approved in writing by the City.
- Annual load bank testing shall be included in the fixed annual site price submitted on the Fee Schedule.
- Testing shall be performed using portable load bank equipment in accordance with NFPA 110 and the generator manufacturer's recommendations.

- Testing shall include incremental loading up to the generator's rated capacity, where practical, with all test readings and results documented.
- All testing shall be coordinated with the City in advance. Special scheduling may be required to minimize operational impacts and ensure continuity of critical services.
- The contractor shall immediately notify the City of any deficiency identified before, during, or after testing that could affect generator reliability or safe operation.
- A detailed load bank test report shall be submitted within five (5) business days after testing. The report shall include test readings, load percentages, voltage, frequency, oil pressure, coolant temperature, battery voltage, deficiencies identified, photographs, and recommendations for corrective action.

Remote Monitoring Requirements

- Remote monitoring is currently installed at City Hall (three generators), Police Headquarters/Courthouse, Fire Station 2, and Fire Station 5 using the Fleet Savvy platform.
- The contractor shall provide remote monitoring services for all existing monitored sites.
- The contractor shall provide separate pricing on the Fee Schedule for adding remote monitoring to the Fleet Center and the Trowbridge generator upon commissioning.
- The City's long-term objective is to provide remote monitoring for all backup generators.
- The City currently utilizes Fleet Savvy remote monitoring equipment and associated communication devices at select locations. The contractor shall identify compatibility with existing equipment and recommend any upgrades or replacements as necessary.
- New monitoring hardware shall be priced as a separate one-time unit price per site on the Fee Schedule.
- Remote monitoring software subscription costs shall be priced as a separate annual unit price for each monitored site on the Fee Schedule.
- Alarm notifications shall be sent by email to the Facilities Department and designated contractor personnel. The City will provide current contact information for primary and secondary Facilities staff.
- The contractor shall immediately notify the City of all alarm conditions. No repair work shall be performed without City authorization.
- The City shall have full administrative access to the monitoring platform. A minimum of four (4) City user accounts shall be included, with the ability to add additional users as needed.
- Monthly emailed reports shall be provided summarizing generator run history, exercise history, alarms, communication status, and overall generator availability.
- Any monitoring hardware purchased by the City under this contract shall remain the property of the City upon contract termination.
- All remote monitoring communications shall use cellular connectivity. Any proposed deviation from cellular communication must be approved in writing by the City.
- All monitoring equipment shall comply with applicable City IT and cybersecurity requirements.

Minimum Remote Monitoring Alarm Points:

• Common alarm	• Engine overspeed
• Generator running	• Low oil pressure
• Generator available / not in auto	• High coolant temperature
• Failed to start	• Low coolant level, where equipped
• Utility power failure	• Low fuel level, where equipped

• Automatic transfer switch alarm	• Missed exercise
• Battery charger failure	• Emergency stop activated
• Low battery voltage	• Communication failure / loss of monitoring

Emergency Response and Corrective Repair

- Provide 24/7/365 dispatch for emergency generator failures, no-start conditions, and critical alarms.
- Perform corrective maintenance and repairs on a time-and-material basis using the rates submitted in the Fee Schedule unless the work is otherwise included in the fixed annual site price.
- No non-emergency repair work shall be performed without prior written City authorization.
- For emergency conditions requiring immediate action to protect life safety, avoid damage, or restore service to a critical facility, the contractor shall notify the City immediately and shall follow City direction regarding authorized work.
- Repair invoices shall reference the site, date of service, labor classification, labor hours, materials, parts, markup, service report, and City approval reference.

Required Response Times

Priority	Condition	Remote Response	On-Site Arrival
Priority 1 - Critical	Generator down during outage, no-start at Police Headquarters/Courthouse, City Hall, Fire Station, or other critical facility	15 minutes	2 hours
Priority 2 - Urgent	Generator unavailable, active alarm, ATS issue, or monitoring indicates impaired readiness	30 minutes	4 hours
Priority 3 - Routine	Non-emergency deficiency, quote request, nuisance alarm, or minor issue	Same business day	1-3 business days

City Reservation of Rights

The City reserves the right to accept or reject any or all bids, waive informalities, request clarifications, and negotiate final scope and pricing in the best interest of the City.

Attachment C
BID SCHEDULE FEE ESTIMATE

Annual Fixed Site Pricing

Site Name	Address	Annual PM Price - includes semi-annual PM, annual load bank test, ATS testing, reports, standard consumables, travel	Annual Remote Monitoring Subscription Price	Total Annual Site Price
City Hall #1	1 Galambos Way			
City Hall #2	1 Galambos Way			
City Hall Parking	1 Galambos Way			
Fire Station 51	1425 Spalding Dr			
Fire Station 2	135 Johnson Ferry Rd NE			
Fire Station 53	6025 Raider Dr			
Fire Station 54	4697 Wieuca Rd NE			
Fleet Center	8475 Roswell Rd			
Fire Station 5	7800 Mt Vernon Rd			
Police Headquarters / Courthouse	620 Morgan Falls Rd			
Trowbridge Generator - upon commissioning	TBD			
TOTAL				

Hourly Labor Rates

Labor Category	Regular Time	Overtime	Holiday / Emergency
Generator Technician			
Senior Technician / Controls Specialist			
Electrician / ATS Specialist			
Project Manager / Engineering Support			

Additional Unit Rates / Optional Services

Item	Unit	Rate
Emergency trip charge	Per trip	
After-hours dispatch fee	Per occurrence	

Load bank testing	Per test	
Remote monitoring hardware	Per unit	
Remote monitoring software subscription	Per unit / month or annual	
ATS testing	Per switch	
Battery replacement labor	Per battery	
Fuel testing / polishing	Per site	
Oil analysis	Per sample	
Parts markup – OEM	Percent	
Parts markup – Non-OEM approved	Percent	

Grand Total Cost/Price: _____

Disclosure of Additional Charges. *The Vendor shall identify all charges, fees, markups, surcharges, administrative costs, travel costs, fuel charges, environmental/disposal fees, subscription costs, monitoring costs, equipment costs, trip charges, after-hours charges, minimum billing requirements, or any other costs not specifically itemized in the Fee Schedule. Any cost not disclosed in the Vendor's submitted Fee Schedule shall not be charged to the City unless approved in writing by the City before the work is performed.*

**REQUEST FOR REFERENCES
INVITATION TO BID # 27-001
Generator Repair and Maintenance Services**

All references must be from customers for whom your company has provided projects completed in the
last five years of similar scope and services as the specifications of Invitation to Bid **#27-001- Generator
Repair and Maintenance Services**

References for: _____

(Company Name)

1. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

2. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

3. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____



SANDY SPRINGS™

GEORGIA

SERVICE AGREEMENT

This Agreement (hereinafter "Agreement") is made of the execution date by the City (the "Effective Date"), by and between _____ a legal entity authorized to do business in the State of Georgia (hereinafter "Contractor") and having a Georgia registered agent's address at _____ and principal office address of _____ Attn: (Registered Agent, City State) _____ and the City of Sandy Springs, Georgia, a Georgia Municipal Corporation located at 1 Galambos Way, Sandy Springs, Georgia 30328 ("Sandy Springs" or "the City").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of _____; and

WHEREAS, Sandy Springs has a need to acquire the services described in the Contractor Proposal 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:

A. Services.

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services and/or Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the City's project manager 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.

B. Compensation.

1. Fee. As consideration for the Services, Sandy Springs shall pay to Contractor the fees described in Exhibit B attached hereto and incorporated herein by this reference. A maximum of 5% increase shall be allotted for each fiscal year beyond the Initial Term if this Agreement is renewed in accordance with Section 4 of this Agreement. Any request greater than the maximum can be discussed at a mid-year review meeting that will take in place in either December or January by agreement of the parties. The Consumer Price Index (CPI) shall be the determinant of any additional funding. The increase shall be based on the 12-month percentage change (Not seasonally adjusted) for the most current month available.

2. 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.

C. Relationship of Parties.

1. 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.

2. 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.

3. 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.

D. Term

This Agreement shall become effective as of the Effective Date. The Agreement shall commence on the Effective Date and shall remain in effect until June 30, 2027 (the "Initial Term") with the City having an exclusive option to renew for three (3) additional one-year periods (each referred to as a/the "Renewal Term") contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Agreement will terminate at the close of each fiscal year but will automatically renew absent any positive action by the City to terminate. The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City should the City's governing body fail to appropriate adequate funds prior to the start of each Renewal Term.

E. 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.

F. 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.

G. Standard of Performance and Compliance with Applicable Laws in the Service Agreement

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 that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, 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, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, 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.

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 H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

The Contractor agrees that all deliverables—including but not limited to websites, web applications, documents, software, multimedia content, and other digital products—must comply with the accessibility requirements of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act (where applicable), and conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

The Contractor shall ensure that:

- All digital content is perceivable, operable, understandable, and robust for users with disabilities.
- Deliverables are compatible with assistive technologies.
- Remediation of any non-conforming digital products will be performed at no additional cost to the Department.

Upon request, the Contractor must provide documentation demonstrating compliance, including Accessibility Conformance Reports (such as VPATs), accessibility test results, and/or third-party audit reports.

H. Conflicts of Interest.

Contractor warrants and represents that:

1. 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.

I. 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.

J. Insurance and Indemnification

Contractor shall indemnify the City, its officers, agents, servants and employees from and against any and all liability for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. Non-Discrimination

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

12. **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.

13. **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:

Eden Freeman, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to Contractor:

Contractor Contact, Title

Address

City, State, Zip

With copies to:

Name and Title

Address

City, State, Zip

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

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

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eden Freeman, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

(SEAL)

CONTRACTOR NAME

By: _____
Name:

Date of Execution

Typed or Printed Name

Title

ATTEST:

By: _____
Secretary

(SEAL)

Witness

EXHIBITS

EXHIBIT A	Scope of Services and/or Contractor Proposal
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	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
EXHIBIT G	Insurance Requirements
EXHIBIT H	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964
EXHIBIT I	Corporate Certificate
EXHIBIT J	Notice to Contractors Compliance with Electrical Provisions
EXHIBIT K	Subcontractor List
EXHIBIT L	Addendums
EXHIBIT M	Surety Bonds (not applicable)

EXHIBIT A

SCOPE OF SERVICES/ CONTRACTOR PROPOSAL

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

**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.georgia.gov>, 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.e-verify.gov/employers>, 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.georgia.gov>.

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

**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

**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

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 _____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT G

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-6 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. **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.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects 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.

7. 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
1 Galambos Way
Sandy Springs, GA 30328

EXHIBIT H

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

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

1. **Compliance with Regulations:** The 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 by reference and made a part of the Contract.
2. **Nondiscrimination:** The 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. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the 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 the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. **Information and Reports:** The 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, the 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 the Contractor's noncompliance with the nondiscrimination provisions of this 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 the 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: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will 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 result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT I
CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____, who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in 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 _____, or is duly registered and authorized to do business in the State of Georgia.

This _____ day of _____, 2026.

(Signature)

Name (Printed or Typed): _____

(SEAL)

**EXHIBIT J
TO CONTRACT AGREEMENT**

**NOTICE TO CONTRACTORS
COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS
(Bidder to sign and return)**

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 46-3-30 of the Official Code of Georgia Annotated, relating to the "High Voltage Safety Act" will be complied with in full; and
- (2) The provisions of OSHA 29CFR1910.333(c) relating to work near high voltage power lines; and
- (3) The provisions of Part 4 of the National Electrical Safety Code.
- (3) The Contractor shall be required to ensure that each subcontractor hired is in compliance with the provisions listed above.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT K

**SUBCONTRACTORS
LIST OF SUBCONTRACTORS**

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: _____

EXHIBIT L

ADDENDUM

EXHIBIT M
SURETY BONDS
(Not Applicable)