

CITY OF POWDER SPRINGS REQUEST FOR PROPOSALS

Update of Continuity of Operations Plan RFP # 18-005

Due Date: 4:00 p.m., May 11, 2018

The City of Powder Springs (the “City”) is seeking a consultant to assist with the development of a comprehensive Continuity of Operations Plan (“COOP”) through this Request for Proposals (“RFP”).

Background information

The City currently provides planning, permitting, and building services as well as police and other related public safety services. The City also provides solid waste collection and disposal and park and street maintenance, and recreational, economic development and water and sewer services. The City does not provide fire, electrical, or gas services, as such services are provided by other separately governed municipal, quasi-municipal, and private entities. The City is a partner with the Cobb County Emergency Management office, which is a coordinating agency for disaster preparedness, response, and recovery for Cobb County and its cities. It operates the Cobb Emergency Management Office. Information about the CEMA may be found at XXX The City anticipates that the COOP update will also include appropriate provisions for communication and cooperation with these other service providers.

Communications

All communications related to responding to this RFP are to be directed to Pam Conner, City Manager, at pconner@cityofpowdersprings.org or 770-943-1666. Unauthorized contact regarding this RFP with other parties shall result in automatic disqualification. Any oral communications by Pam Conner will be considered unofficial and non-binding on the City.

Scope of Work

The City is requesting qualifications for professional services to assist in a comprehensive update of the City’s COOP. The City desires the COOP to ensure the City maintains essential services and mission-critical functions during natural and manmade disasters (e.g. windstorms, fires, blizzards, floods, bombs) or global threats (e.g. flu pandemic).

The Consultant shall provide a brief narrative demonstrating their approach to accomplish the following tasks:

Task 1: Review and Update a City-Wide Risk Analysis

The Consultant shall review the previous assessment of the City’s mission-critical functions in order to confirm or update areas of potential vulnerability, current control measures and preparedness, and develop recommendations to mitigate the deficiencies. The risk analysis shall include a list of agencies involved, review of the chain of command, the organizational relationship between the City and other agencies and critical service providers, and the relationship between the City and post-emergency response resources (e.g., State assistance, FEMA assistance). Other areas for review include resources to be used in response and recovery and the financing for such actions. Mission-critical functions include, but are not limited to:

1. Ability to exercise civil authority;
2. Maintain the safety of the general public;
3. Sustain the industrial or economic base during an emergency;
4. Identify other regional or applicable emergency plans;
5. Provide other vital or mission-critical services identified by the COOP assessment; and
6. Identify recovery resources.

Task 2: Update COOP

Once the risk analysis has been reviewed and modified as needed, the Consultant shall develop a comprehensive COOP update to ensure the City maintains the appropriate and identified mission-critical functions. The COOP shall identify agencies, chain of command, the organizational relationship between the City and other agencies and critical service providers, and the relationship between the City and post-emergency response resources (e.g., State assistance, FEMA assistance). The COOP shall also include City-specific planning for critical personnel and systems, as well as other functions and the plan and implementation procedures to ensure continued operations during an emergency event. The COOP shall describe the anticipated resources for response and recovery and the anticipated financing options for those actions. The COOP shall be coordinated with any identified regional emergency plan as applicable.

The updated COOP should ensure that the City will be able to continue its critical functions during an emergency event. The City has no control over other entities providing services and thus its COOP would not include operation plans for such organizations. However, the City desires the COOP to recognize and identify the unique arrangement where certain critical services are provided by others and to provide guidance to the City identifying any issues that may currently exist and possible solutions that the City should consider.

Task 3: COOP Compliance

It is imperative that the City's COOP be in compliance with federal disaster preparedness regulations, requirements, and guidelines, including but not limited to Federal Continuity Directives ("FCDs") 1 and 2, and the FEMA COOP Continuity Planning Guidance. Consultant shall also ensure that the COOP complies with any other applicable federal and/or state disaster preparedness statutes or regulations.

Task 4: Plan Testing and Staff Training

The Consultant shall assist the City in testing the plan in a manner consistent with generally accepted protocols. Additionally, the Consultant shall be responsible for developing materials for use in training City staff regarding the COOP. The Consultant shall conduct the training or provide a qualified instructor in its stead. The Consultant's response shall include a of how the selected consultant intends to conduct testing and training if selected, including the timing and general outline of testing protocols.

Task 5: Ongoing Communications; Presentations

At a minimum, the successful Consultant will:

1. Maintain ongoing communication with the project manager on the overall planning and development of the COOP update; and
2. Provide a presentation of the update to designated City staff and to the Mayor and Council.

Schedule

The City anticipates the following schedule for completion of the RFP process:

RFP publication date:	April 20 and 27, 2018
RFP submission date:	May 11, 2018
Deliverables:	As agreed in contract

Approval of the contract and authorization for execution is subject to City Council approval.

How to Respond

Submit five copies of written responses no later than **3:00 p.m.** Eastern Standard Time on **May 11, 2018** to City of Powder Springs, Attn: Pam Conner, City Manager, 4484 Marietta Street. Limit written responses, excluding attachments, to 10 pages. Submittals shall be signed by authorized representatives of the responding entity. Unsigned proposals shall not be considered. Written proposals not received by **3:00 p.m.** on **May 11, 2018** shall not be considered by the City. The responding entity is responsible for ensuring that written responses are received by the City by the time and date specified herein and accept all risk of late delivery for the method of delivery chosen, regardless of fault.

Submittal Requirements

Written responses shall cover the following areas of inquiry:

1. Business Statement, attached hereto as Attachment “A”.
2. Business/Agency history, including qualifications. Provide experience in emergency preparedness analysis, emergency management, drafting COOP or similar plans, and implementation of plans. Include discussion of understanding of all applicable federal and state laws and experience with such laws.
3. List the relevant experience and qualifications of the employees who will be assigned to this project.
4. Provide two samples of COOP Plans (or similar plans) you have done for similar municipalities.
5. Provide initial discussion of approach to and thoughts about meeting the Scope of Work outlined above. Include proposed timeline for each task and deliverable.
6. Provide three letters of recommendation from individuals, businesses or agencies that have used your company for similar services. Provide three references that the City may contact.

Naming of a reference is considered permission to contact the reference. The City may contact outside individuals, whether offered as references or not. The City retains the right to use such information in its decision. Submittal of a response is agreement that the City may contact and use such information.

Evaluation Criteria

Responses will be evaluated by the City as set forth immediately below:

1. Completed Business Statement.
2. Business agency and history, including qualifications and ability of the firm to provide the requested services.
3. Experience and qualifications of the employees assigned to this project.
4. Samples of work.
5. Approach to Scope of Work and schedule.
6. Letters of recommendation.
7. Cost Proposal.

The City reserves the right to utilize new or revised evaluation criteria at its sole discretion.

Addenda, Modifications and Clarifications

1. The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. All such addenda will become part of the RFP. The City will provide notification of addenda in the same manner as distribution of the RFP. It is the responder's responsibility to confirm as to whether any addenda have been issued. The City also reserves the right to cancel or reissue the RFP.

2. The City reserves the right to request for any responding entity to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. Modification of a proposal already received will be considered only if the modification

is received prior to the submittal deadline. Any modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

Evaluation and Selection

The City reserves the right to award the contract to the responding entity which best meets the needs and interests of the City, or to reject any and all responses as set forth below. The following steps are anticipated:

- Step 1. Receipt and review of qualifications and written responses.
- Step 2. City follow-up with respondents and possible interviews.
- Step 3. Initial reference and information check.
- Step 4. Selection of provider.
- Step 5. Approval of the contract and authorization for execution is subject to City Council approval.

Submissions shall be evaluated on the following scoring system:

Agency history, qualifications, experience, interviews (if applicable):	45 points
Approach to Scope of Work and schedule:	30 points
Completeness and thoroughness of proposal:	10 points
Cost Proposal:	15 points
Total:	100 points

The City reserves the right to modify the evaluation scoring at any time. Any respondent that fails to provide any required portion of the submission may be rejected for non-responsiveness.

Finalize a Scope of Work

City representatives and the selected finalist will review and finalize a Scope of Work.

Contract

The City’s proposed contract, with the terms and conditions, is attached to this RFP as Attachment “B”. *Please note that the City expects all submitting entities to consent to the City contract, terms and conditions, and does not anticipate agreeing to any modifications or exceptions. Any exceptions or modifications to the contract proposed by an entity must be noted in the responsive submittal. The exception to this is in the drafting of the Scope of Work. The City reserves the right to negotiate and revise any or all contract terms and conditions prior to contract signature.*

Insurance Requirements

Respondents shall be required to meet the insurance requirements set forth in the City’s contract. All respondents shall provide a W9 and the Georgia Security and Immigration Compliance Act Affidavit form with all bid packages involving the “performance of physical services” in order to be considered.

Rejection of Proposals

The City reserves the right to reject any or all submittals, portions, or parts thereof. The City reserves the right to obtain services through other means.

Non-Collusion

Submittal and signature of a proposal swears that the document and proposal is genuine and not a sham or collusive, and not made in interest of any person not named, and that the responding entity has not induced or solicited others to submit a sham offer, or refrain from proposing.

No Costs

The City shall not be responsible for any costs incurred by any respondents in preparing, submitting, or presenting its response to the RFP or interview process, if applicable. The City shall not be responsible for any costs incurred by the responding entity selected by the City prior to the date of the contract.

Non-Endorsement

As a result of the selection of a responding entity, the City is neither endorsing nor suggesting the responding entity's services are the best or only solution. The responding entity agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without prior express written consent from the City.

Ownership of Documents

Any reports, studies, conclusions and summaries submitted by the responding entity shall become the property of the City.

Public Records

Under Georgia State law, the documents submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted by a specific provision of law. If the City receives a request for inspection or copying of the documents, it will promptly notify the person submitting the documents to the City (by U.S. mail and electronic mail if the person has provided an e-mail address) and upon written request of such person, received by the City within five days of the providing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of such documents. The City assumes no contractual obligation to enforce any exemption.

All records submitted as part of the response shall be considered public records and will be subject to disclosure upon request. Respondents should not submit any information or records that they believe is confidential and which they do not want disclosed. With regard to the sample plans, the City is interested in seeing the quality, style, and general type of information that each respondent will provide in the City's COOP Plan if it is selected. The City understands that certain detailed or client-specific information may be proprietary or confidential and may not be provided.

Attachment "A"

BUSINESS STATEMENT

Please complete and submit with your response.

1. Name of business: _____
2. Business address: _____
3. Phone: _____ Business fax: _____ e-mail: _____
4. Business classification (check all that apply):
Individual _____ Partnership _____ Corporation _____
5. Federal tax number (UBI number): _____
6. Name of owner: _____
7. Does the company maintain insurance in amounts specified by the City contract:
Yes: _____ No: _____
If no, describe the differences: _____
8. Are there claims pending against this insurance policy? Yes: _____ No: _____
If yes, please explain the nature of the claims: _____
9. Has the company or anybody in the company ever been disqualified or terminated by any public agency? Yes: _____ No: _____
10. Proposal offers shall be good and valid until the City completes the award or rejects the proposals. Failure to concur with this condition may result in rejection of the offer. Does the firm accept this condition? Yes: _____ No: _____

I certify that to the best of my knowledge, the information contained in this proposal is accurate and complete, and that I have the legal authority to commit this company to a contractual agreement.

SIGNATURE: _____ Date: _____

PRINT NAME AND TITLE OF SIGNER: _____

Attachment “B”

Form of Contract

AGREEMENT FOR PROFESSIONAL SERVICES

<Consultant>

THIS AGREEMENT is made by and between the City of Powder Springs, a Georgia municipal corporation of Cobb County of the State of Georgia, hereinafter “City” and <name of Consultant>, hereinafter “Consultant,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Consultant shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.

A. **Administration.** The City Manager or designee shall administer and be the primary contact for Consultant. Prior to commencement of work, Consultant shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Consultant shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.

B. **Representations.** City has relied upon the qualifications of Consultant in entering into this Agreement. By execution of this Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Consultant represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. **Standard of Care.** Consultant shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed.

D. **Modifications.** City may modify this Agreement and order changes in the work whenever necessary or advisable. Consultant shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Consultant’s area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Consultant shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Consultant shall complete its work by September 1, 2018 unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Consultant. In the event of termination without breach, City shall pay Consultant for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation.** City agrees to pay Consultant \$_____ for all work performed under this Agreement, as set forth in Exhibit B. Consultant shall not perform any extra, further, or additional services for which it will request additional compensation from City without a prior written agreement for such services and payment therefor.

4. **Payment.** Consultant shall be paid monthly upon presentation of an invoice to City. Applications for payment shall be sent to the City Finance Department at the below-stated address.

City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

5. **Notice.** Notices, other than applications for payment, shall be in writing and shall be deemed to have been properly given if delivered in person, sent by overnight by United Parcel Service or Federal Express, or sent by registered or certified mail, return receipt requested, to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith:

TO THE CITY:

Name: Kelly Axt, City Clerk
Address: 4484 Marietta Street

TO THE CONSULTANT:

Name: Phone: 770-943-1666 Phone:
Address: Powder Springs, GA 30127

6. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Consultant warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.

A. By executing this Agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

8. **Relationship of the Parties.** It is understood and agreed that Consultant shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Consultant. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Consultant. The Consultant shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.

9. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by Consultant under this Agreement are and shall be the property of City, and may be subject to disclosure pursuant applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Consultant under this Agreement shall, unless otherwise provided, be deemed the property of City. City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, and copies in the form of computer files, for the City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, drawings, images, or other material prepared under this Agreement, provided that Consultant shall have no liability for the use of Consultant's work product outside of the scope of its intended purpose.

10. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Consultant's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

11. **Insurance.** Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees, or subcontractors.

A. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles.

2. Commercial general liability insurance shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Consultant's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement.
3. Workers' compensation coverage as required by the laws of the State of Georgia.
4. Professional liability insurance appropriate to Consultant's profession.
5. Umbrella Liability Insurance that is written on an Umbrella basis with a combined single limit of bodily injury and property damage liability.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$500,000 per person and \$500,000 per occurrence or a policy with a Combined Single Limit of not less than \$1,000,000 covering any owned, non-owned or hired autos. .
2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 per person, \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.
3. Professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, and a maximum deductible of \$50,000.
4. The workers compensation policy must include Coverage B Employer's minimum liability limits of Bodily Injury by Accident of \$500,000 each accident, Bodily Injury by Disease of \$500,000 policy limit and \$500,000 each employee.
5. Except Workers Compensation policy, the Umbrella Liability insurance shall provide coverage of \$1,000,000 per occurrence and \$1,000,000 per annual aggregate.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Consultant's insurance and shall not contribute with it.
2. Consultant shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Consultant.
3. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by

Consultant.

4. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Consultant to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Consultant shall furnish acceptable insurance certificates to the City Clerk at the time Consultant returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. **Indemnification and Hold Harmless**. Consultant shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Consultant, Consultant's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Consultant's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees.

Consultant's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Consultant, Consultant's agents, subcontractors, subconsultants, and employees shall apply only to the extent of the negligence of Consultant, Consultant's agents, subcontractors, subconsultants, and employees.

Consultant's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Consultant's waiver of immunity under this provision extends only to claims against Consultant by City, and does not include, or extend to, any claims by Consultant's employees directly against Consultant.

13. **Waiver**. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

14. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.

15. **Subcontracts.** Except as otherwise provided herein, Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

16. **Confidentiality.** Consultant may, from time-to-time, receive information which is deemed by City to be confidential. Consultant shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.

17. **Jurisdiction and Venue.** This Agreement is entered into in Cobb County, Georgia. Disputes between City and Consultant shall be resolved in the Superior Court of Cobb County.

18. **Cost and Attorney's Fees.** The prevailing party in any litigation arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

19. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

20. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

21. **Business Registration.** Consultant shall register with the City as a business prior to commencement of work under this Agreement if it has not already done so.

22. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

23. **Exhibits.** Exhibits attached and incorporated into this Agreement are:

- A. Scope of Services
- B. Fee proposal
- C. Insurance Certificates

The Parties have executed this Agreement this day of _____, 2018.

CITY OF POWDER SPRINGS

Consultant:

Albert Thurman, Mayor

By: _____

Its: _____

Printed Name: _____

ATTEST:

Kelly Axt, City Clerk:

APPROVED AS TO FORM:
GREGORY, DOYLE, CALHOUN & ROGERS, LLC
CITY ATTORNEYS

By:

CONSULANT AFFIDAVIT AND AGREEMENT

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 contracting with the City of Powder Springs, Georgia, 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 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Contract with the City of Powder Springs, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Powder Springs, Georgia, at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONSULTANT AGREEMENT

By executing this affidavit, the undersigned subcontractor 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 under a contract with _____, on behalf of the City of Powder Springs, Georgia, 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 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).