Request for Proposals - RFP 2025-02

Municipal Government Services

Issue Date: November 4, 2026

Proposal Due Date: December 4, 2026, at 2 p.m.

Request for Proposals Re-Bid of

(RFP) 25-02 Municipal

Government Services

(Community Development)

The City of Dunwoody (hereinafter called "the City") welcomes sealed proposals for Municipal Government Services. The City will consider service providers whose proposals meet the criteria established in the Request for Proposals. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors. Work is to commence on or about January 1, 2027.

Anticipated Schedule of Events

RFP Issue Date	November 4, 2026
Pre-Proposal Conference	November 9, 2026 at 1 p.m.
Last Day for Questions	November 11, 2026 at 1 p.m.
Proposal Due Date	December 4, 2026 at 1 p.m.
Written Proposal Evaluations	December 7, 2026
Contract Award	December 20, 2026
Executed Contract Commences	January 2027

(**Note: Dates are subject to change)**

The proposal will consist of the following:

- One written proposal for all services consisting of no more than 100 pages total including all appendices. The proposal shall be:
    - Five single-side printed copies of the Technical Proposal suitable for photocopying. This will be limited to 100 pages in total. Do not include the Cost Proposal with the Technical Proposal.
    - One searchable PDF copy of the Technical Proposal on a thumb drive.
    - One signed single side printed copy of the Cost Proposal **in a sealed envelope** labeled "Cost Proposal – Vendor's Name- Municipal Government Services." Also, include one thumb drive with the Cost Proposal in PDF format **in the sealed envelope.**
    - No additional material should be submitted.
- The entire package shall be submitted sealed no later than the due date listed above. It should be labeled "John Gates, Purchasing Manager, Municipal Government

Services RFP, Dunwoody City Hall, 4800 Ashford Dunwoody Road, Dunwoody GA 30338"

- At that time, all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening. The City will return late proposals unopened. Proposals are legal and binding when submitted.

The City will hold a pre-proposal conference at the date listed above, at Dunwoody City Hall, 4800 Ashford Dunwoody Road, Dunwoody, GA 30338. The conference will include a review of the proposal documents and a question-and-answer session. Attendance at the conference is strongly encouraged but not required. Prior to the conference, the City will post a meeting agenda on the City's website. The City expects contractors to be familiar with the proposal requirements and to provide the City with questions regarding the proposal documents at the conference or by the deadline for contractor questions.

Contractors shall submit all questions regarding this proposal via email to purchasing@dunwoodyga.gov no later than the date listed above The City will post answers to submitted questions pertaining to this RFP on the purchasing page of the City's website.

Contractors may not withdraw their proposal for a period of 180 days after the time and date scheduled for proposal opening. The City's staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list firms that the City deems best meet the requirements, taking into consideration all criteria listed in the RFP. The City may at its sole discretion, ask for formal presentations from the responsive and responsible firms, or only from those firms that are short-listed. All proposals may be subject to public inspection under Georgia law.

The City will score all technical proposals first and then evaluate cost proposals. Following the review of the technical proposals, the City will review cost proposals and calculate the final score for each proposing Bidder. The City reserves the right to review only the cost proposals from the highest ranked vendors who demonstrated, in the City's option, the best ability to meet the needs of the City.

The City may negotiate with the highest-ranking vendor for each service area. Negotiations may take place in person or via telephone with the qualified firm(s) as identified by the City, or if short-listing occurs, the City may negotiate with some or all the short-listed firms. The City may give vendors an opportunity to submit their best and final offers, which shall include a contract signed by the vendor. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

The vendor awarded the contract(s) must provide proof of liability insurance, along with any other required insurance coverage and evidence of business or occupational license, as

outlined in the RFP. The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any Bidder, or to reject any or all proposals and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals. Award, if made, will be to the responsible and responsive vendors submitting the proposal, deemed by the City, in its sole discretion, to be the most advantageous to the City, price and other factors considered.

To ensure the proper and fair evaluation of proposals, the City prohibits any communication, except as expressly authorized herein regarding this solicitation initiated by a firm or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a final decision (vote) has been made with respect to the contract award.

A designated employee or representative of the City who is not a member of the selection team may initiate communication with a bidder to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by bidder regarding this solicitation during evaluation period should be submitted in writing, marked CONFIDENTIAL and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338, or by e-mail to Purchasing@dunwoodyga.gov. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

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1. General Information

1.1. Background

The City of Dunwoody is an incorporated city on the north side of metro Atlanta. It is a scenic community with many of the metro area's top dining, shopping, schools, and recreation. The City of Dunwoody is settled at the most northern tip of DeKalb County, bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant number of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, a variety of places of worship and several neighborhood level shopping centers and office complexes. The road network and public transit provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family-friendly and convenient location for businesses and visitors.

The City functions under the governance of a City Council and the management of a City Manager. The City provides municipal services to its citizens and businesses in a unique and progressive manner through a partnership with private firms. From the initial incorporation, the City has operated as a public-private partnership (PPP). The City reviews these arrangements on a regular basis both operationally and financially.

1.2. Purpose of Procurement

The existing municipal services contracts for Community Development is set to expire on December 31, 2026. The purpose of this RFP is to enter a public-private partnership with highly experienced service providers who have the capability and professional staffing resources required to provide high-quality service and increased efficiencies of municipal operations. Firms shall provide service to the City for the period of four years.

The City seeks one or more contractors to provide Community Development municipal services in the areas of Code Enforcement, Arborist, Land Disturbance Inspector, Building Inspector, Fire Marshal and Permitting, Other areas previously associated with this contract are no longer included in this contract structure.

Staffing levels during the contract may be fluid and are expected to be provided by staff assigned to the City on a full-time basis, part-time basis, and back-office support. Staffing levels rise and fall in conjunction with the workload. The RFP is to identify contractors who can accomplish the scope of work in the most advantageous, and perhaps creative, methods. The City will indicate preferences for the staffing arrangement provide, but also proposal may propose an alternate method of providing the service. However, firms must

include the preferred method as the proposal to be scored. Alternative methods of service delivery aside from the City's desired method may be included as an appendix.

The City seeks contractor(s) to manage the delivery of municipal services in a responsive, economical, and efficient manner. Furthermore, the City expects that the contractor(s) will identify any causes of inefficiencies or uneconomical practices, including inadequacies related to the types of policies and procedures within respective service areas. The City expects Contractors to continuously improve the services delivered to the City's residents by tracking key performance indicators and by providing ongoing professional development for contracted staff.

1.3. Term of Contract

The term of the contract for the delivery of municipal services in each service area will be from January 1, 2027, through December 31, 2030, .

1.3.1 Current Contract Information. The City's current Community Development municipal services contract is for the period of January 1, 2026, through December 31, 2026, with a current annual contract value of $1,126,900.

* * * END OF GENERAL INFORMATION * * *

2. Scope of Work

2.1 Scope of Required Services

Under this RFP, the contractor(s) will provide municipal services for the City of Dunwoody's Community Development Department.

The City will evaluate each contractor's qualifications in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, if the responding firm possesses the required experience and has the capacity to properly staff and manage the delivery of high-quality services to our constituents. In the appendix of the proposal, firms may offer alternatives which combine these structures.

For all work provided to the City of Dunwoody, the contractor(s) shall meet the following general service delivery requirements:

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

b) Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material and maintain all required Safety Data Sheets (SDA) forms on site at the City.

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

d) Support the established culture throughout the City and community of Dunwoody.

e) Promote information sharing and collaborative work between all City staff and Contractors.

f) Identify, record and report relevant key performance indicators for contracted service areas. Contractor(s) shall submit monthly reports based on established key performance indicators. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as additional key performance indicators approved by the City Manager during the term of the contract. The contractor lead representative will also have a meeting approximately quarterly with representatives from the city management to discuss deficiencies in their operations.

g) Develop, implement, maintain, and improve strategies to attract and retain highly qualified employees in the appropriate number to maintain the required level of service and to fill vacancies in staffing promptly as defined by the City for each position. Regarding this issue, staffing strategies are at the discretion of the

Contractor. However, during the term of the Contract, the Contractor shall discuss with the City Manager and/or Department Head minimum qualifications and staffing requirements each time a position is to be filled. Traditionally, existing staff members have been retained when appropriate, for the new Contract. Contractors are expected to propose what they deem to be the most effective and efficient staffing level to meet the scope of services.

h) Staff shall not be reassigned from the City without written approval, which shall not be unreasonably withheld. Furthermore, Contractors shall not approach staff regarding potential reassignments (internal or external) without prior discussion with the City Manager or designee.

i) Research current and relevant trends and laws that might have an impact on the City and service delivery, providing communication on the impact of the events to the City.

j) Identify and apply for grants matching strategic goals of the City.

k) Provide the City with employees who have the technical knowledge to operate City-owned IT infrastructure and software within their respective departments.

l) Throughout the term of the contract, maintain and implement documented training programs to guarantee that contracted staff members remain at the top of their field throughout the duration of their specified assignment(s) with the City.

m) Throughout the term of the contract, research and implement operational improvements to increase efficiencies, improve service and reduce operating expenses.

n) Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes.

o) Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.

p) Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.

q) Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles.

r) Obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.

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

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

u) Maintain, for purposes of City business, established business hours and provide appropriate staff to perform any after-hours requirements. Such hours are established by the City Manager and are subject to change throughout the term of

the contract.

v) Normal office hours of any individual contractor may not extend before 8 a.m. nor later than 5 p.m. without express written permission of the City Manager but must be reviewed and changed in writing between the City Manager and contractor. Flexible or work from home policies must be approved by the City Manager or the Department Head.

w) All contracted staff who are considered a 1.0 full-time equivalent position by the Contractor and City must receive the same paid holidays as full-time city staff and should the City be closed for inclement weather will receive the same benefit as full-time employees (e.g. If the employees are paid for that day or partial day the contractor will be paid the same.)

x) Proposals must provide the City with their plan for EEO training (including harassment, discrimination, and retaliation) for all staff and management and supervisory training for all supervisors.

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

z) Use only the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail.

aa) Prepare and provide to the City update reports within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the status of specific key performance indicators established for each service area.

bb) Prepare and provide to the City annually (during the budget process), the strategic management plan for continued services in the specific service area managed by the Contractor.

cc) Maintain and update as needed the scope of work, listing specific services to be delivered in the service area managed by the Contractor.

dd) Designate an employee responsible for the proper maintenance of all City records in accordance with the City's records retention policy including both archival and destruction.

ee) The City pays for software maintenance contracts. This is not the Contractor's obligation and should not be factored into the Contractor's pricing. However, if the Contractor must utilize proprietary or self-owned hardware and software (or other equipment) not contemplated within the scope of this RFP, the Contractor should include those costs.

In addition, the Contractor(s) shall provide the specific services described in the sections following:

2.2

Community Development

The contractor shall provide the following services:

2.2.1 Staff approximately eight fulltime positions all of which are in the current contract as full-time positions. The City is asking that proposals be developed as if all positions were full-time,. The current positions are listed below:

a) Permit Technician (2.0 FTE)
b) Code Enforcement Manger (1.0 FTE)
c) Code Enforcement Officer (2.0 FTE)
d) Land Development Inspector (1.0 FTE.)
e) Building Inspector (1.0 FTE.)
f) Arborist (1.0 FTE)
g) Fire Marshal (1.0 FTE) New Position

2.2.2 The City is willing to entertain proposals for the arrangement of these services other than what is shown above, but any alternatives must be submitted as an appendix and not as part of the official staffing proposal.

2.2.3 Historically, this part of the Municipal Service Contracts included revenue sharing on building permits. The City will not entertain any options that include that concept.

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

2.2.5 Bidder provided equipment:

2.2.5.1 Out of the positions above, each will be issued a bidder issued cell phone whose costs will be included in the monthly rate. These cell phones must be able to have certain city issued software installed on them.

2.2.5.2 All the positions above (except for the Permit Technicians), will be issued a bidder issued tablet whose costs will be included in the monthly rate. These tablets must be able to have certain city issued software installed on them.

2.2.5.3 All the positions above (except for the Permit Technicians), will be issued a bidder issued vehicle whose costs will be included in the monthly rate. See 6.5.G for disposition of the vehicle(s) and details of pooling cars.

2.2.6 Permitting and Inspection Services:

2.2.6.1 Provide supervision of Contractor(s) staff providing Permitting and Inspection Services to ensure that all contractual requirements are performed effectively and efficiently. The City Community Development Director will provide day-to-day operational supervision for department staff.

2.2.6.2 Provide the services of a full-time trained and qualified Arborist. Arborist needs to have and maintain ISA Certified Arborist license.

2.2.6.3 Staff will remedy violations on City Right of Ways as well as private and commercial property. The code enforcement officers and code enforcement manager shall be responsible for enforcing ordinances as directed by the City.

2.2.6.4 Coordinate with City staff to ensure uniform application of codes and acquisition of any state and federally mandated certifications.

2.2.6.5 Enforce building and other applicable code standards.

2.2.6.6 Issue permits for special events at the direction of the Planning and Zoning Services and collect permit fees.

2.2.6.7 Provide advice and guidance to City staff, advisory groups, boards, and commissions on issues related to permits and inspections.

2.2.6.8 Track, maintain, and report in a timely manner on key performance indicators established by the City in consultation with the Contractor for the Permitting and Inspections Services.

2.2.6.9 Identify and perform other Permitting and Inspections assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.6.10 Perform inspections and accurate compliance of the City of Dunwoody Building and City codes to ensure that every new and renovated building's design documents meet the building and trade codes.

2.2.6.11 Review, revise, develop, and implement, in coordination with the City, the outlined plan for the City to conduct soil erosion and sedimentation control inspections for the City in accordance with the State of Georgia NPDES.

2.2.6.12 Review, revise, update, and develop a system of standards for City signage and issue all required Signage permits for temporary and permanent signage at the direction of the Planning and Zoning Department and collect permit fees as appropriate.

2.2.6.13 Collect permit fees and issue all building, construction, plumbing, electrical, HVAC, soil erosion, land disturbance permits and all other related permits, in conjunction with the Planning and Zoning Department.

2.2.6.14 Manage and maintain Permits and Inspection data and integrate it into the City of Dunwoody database regularly.

2.2.6.15 Review, revise, and update the current methods used to incorporate Energy Efficient and sustainable Leadership in Energy & Environmental Design (LEED), EarthCraft Certification, Energy Star compliance standards into the permit and inspection process.

2.2.6.16 Provide fire life safety and accessibility inspections required for building renovation and new construction. These same services were previously offered by the DeKalb County Fire Marshal’s office.

2.2.6.17 Provide fire inspection services by staff holding appropriate ICC certifications necessary to provide these services.

2.2.6.18 Provide all fire inspections within a reasonable time period that is consistent with key performance indicators established by the City.

2.2.6.19 NOTE: DeKalb County will continue to provide other services, such as firefighting, and arson investigations.

2.2.6.20 Provide on-call backup services for the Building Official position by a licensed Certified Building Official (CBO), including plan reviews, inspections, and other duties as needed.

2.2.6.21 Provide on-call backup services for the City Engineer position by a licensed civil engineer with PE certification, including plan reviews, inspections, oversight over the City's stormwater management, floodplain, stream buffer, and soil erosion programs, and other duties as needed.

2.2.7 Code Enforcement

2.2.7.1 Review, update, develop, and implement, in coordination with the Community Development Director, a plan for an on-going Code Enforcement Services process for the City.

2.2.7.2 Ensure that the City meets housing, building, and other applicable codes.

2.2.7.3 Review and revise, in coordination with the City, a plan for an on-going code compliance process for the City.

2.2.7.4 Code Compliance services shall prevent and remedy violations on City right of ways, as well as private and commercial properties. The code enforcement officers shall be responsible for enforcing City and State ordinances as directed by the City.

2.2.7.5 Coordinate with the City's Planning and Zoning Services to ensure uniform application of codes and acquisition of any state and federally mandated certifications.

2.2.7.6 Identify and perform other code compliance responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.7.7 Code enforcement officers may be required to work on the weekend as well as during the week.

2.2.7.8 All complaints for code violations will be acknowledged within 24 hours of time that a complaint is received, except for complaints on the weekend, the response shall be on Monday before 12:00 pm.

2.2.7.9 One Hundred percent (100%) of the code enforcement complaints shall be investigated within 3 days of receiving the complaint.

2.2.7.10 Ensure all code enforcement officials are licensed soil erosion

inspectors (GSWCC Level 1B), including all required training.

2.2.8 Fire Marshal

2.2.8.1 Provide the services of a full-time, trained, and qualified Fire Marshal to administer and enforce applicable federal, State of Georgia, and City fire prevention codes, ordinances, and regulations.

2.2.8.2 Conduct fire and life-safety inspections of commercial, multi-family, institutional, assembly, and other applicable properties; document deficiencies; issue notices of violation; and verify corrective actions.

2.2.8.3 Review site plans, construction documents, permit applications, and fire protection system plans to ensure compliance with applicable fire and life-safety requirements, including emergency access, fire lanes, water supply, hydrant placement, and fire suppression and alarm systems.

2.2.8.4 Coordinate with the City's Planning and Zoning, Building, Code Enforcement, Public Works, and Fire Department personnel to ensure consistent application of fire and life-safety requirements throughout the development, permitting, inspection, and enforcement processes.

2.2.8.5 Inspect special event tents and fire access.

2.2.9 City Arborist

2.2.9.1 Provide the services of a full-time, trained, and qualified City Arborist to administer and enforce applicable federal, State of Georgia, and City tree protection, landscaping, land-disturbance, and environmental ordinances, regulations, and policies.

2.2.9.2 Review development applications, site plans, tree surveys, tree protection plans, landscape plans, land-disturbance permit applications, and construction documents to ensure compliance with applicable tree preservation, replacement, canopy, buffering, and landscaping requirements.

2.2.9.3 Conduct field inspections of development sites, public property, rights-of-way, and other applicable locations to verify compliance with approved tree protection and landscaping plans; document

deficiencies; issue notices of violation; and verify corrective actions.

2.2.9.4 Evaluate the condition, health, hazard potential, preservation feasibility, removal requests, and replacement requirements for trees affected by development, construction activity, public projects, and code enforcement matters.

2.2.9.5 Administer permits and approvals for regulated tree removal, pruning, relocation, replacement, and other arboricultural activities, including review of required mitigation, replanting, and tree canopy documentation.

2.2.9.6 Coordinate with the City's Planning and Zoning, Community Development, Building, Code Enforcement, Public Works, Parks and Recreation, and Engineering personnel to ensure consistent application of tree protection and landscaping requirements throughout the development, permitting, inspection, enforcement, and capital-project processes.

2.2.9.7 Provide technical guidance to property owners, developers, design professionals, contractors, City staff, and elected officials regarding proper tree care, preservation practices, invasive species management, planting standards, and compliance with applicable City requirements.

2.2.9.8 Maintain records of tree permits, inspections, violations, approved plans, mitigation requirements, and related correspondence, and prepare reports or recommendations as needed to support City operations, code updates, and urban forest management objectives.

2.2.9.9 Be staff liaison to the Sustainability Committee; lead sustainability efforts including speaker series events and certification programs, and other assigned tasks.

2.3. Staffing and Transition

2.3.1 Staffing and Transition. The City prefers that the successful Contractor make good-faith efforts to retain qualified current Community Development personnel in order to promote continuity of operations, institutional knowledge, customer service, and an orderly transition. The Contractor shall describe its proposed

approach for communicating with, evaluating, and, where appropriate, offering employment to current personnel.

The City does not guarantee employment of any current employee and reserves the right to review proposed staffing changes in accordance with this RFP and the resulting agreement. The Contractor's staffing approach will be evaluated based on qualifications, ability to provide uninterrupted and high-quality services, transition planning, and supporting documentation

2.3.2 Access to Existing Documentation. Following contract award and subject to applicable law, the City will provide the successful Contractor access to available Community Development documentation, including applicable standard operating procedures, workflows, records, reports, and other operational materials reasonably necessary to support an orderly transition and continuity of services.

3. Proposal Format

3.1 Technical Proposal

The technical proposal will consist of no more than 100 pages in total, no matter how many areas a firm is bidding on nor how much appendix material is included. The technical proposal must be in a sealed envelope which fully identifies the vendor proposing and the proposal for which it is being submitted. Also in that envelope will be another sealed envelope containing the cost proposal. The structure of the technical proposal should be as follows:

3.1.1 Letter of Transmittal

A letter of transmittal that provides the following information must accompany each proposal:

a) Identify the submitting organization.

b) Identify the name, title, telephone number and an e-mail address of the contact person of the organization.

c) Indicate which of the service area(s) the Bidder is responding to including, Parks, Administrative Services, Community Development, and Public Works.

d) Include a statement acknowledging no Proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

3.1.2 Background of Firm

This section will give a complete background of the firm, including all areas it works in,

even those not associated with the proposal. This should allow the evaluation team to understand the overall ability of the firm to handle delivery of the services which are being proposed.

If the firm is bidding on multiple areas (Parks, Administrative Services, Community Development, or Public Works), then this section can be subdivided as appropriate.

This section should include information on the bidder's corporate organization (history, size, etc.), experience, and skills regarding the Bidder's record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work. Furthermore, bidders should provide information pertaining to the following:

a) Describe attributes, special capabilities, techniques, or resources that make your firm uniquely qualified to provide requested services.
b) State whether the bidder has any pending litigation, and state whether the firm has had any litigation in the last five years and the outcome of such litigation.
c) Describe the "back office" attributes, capabilities, and resources that will support the staff positioned at the City's premise(s).
d) The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.
e) A listing of ongoing similar contracts to this RFP that were in effect on January 1, 2025 in the Atlanta area. The list should include the contracting entity, area of contractual services, purpose of the contract, and summary of its operations.
f) Describe your firm's approach to supporting the City's environmental sustainability goals.

3.1.3 Proposed Recruitment, Retention, and Oversight of Staff

This section should reflect the preferred staffing levels indicated elsewhere in this RFP. Alternatives are permitted but only as an appendix.

It will describe how the firm will recruit, retain, and oversee staff. This section should include (again for each area of services) the following:

a) Describe how the firm will recruit and retain quality staff for this project area. Show current successful methods used by your firm in both recruitment and retention.
b) Describe how the firm will have oversight of staff, ensuring that all services are provided in a superior manner.
c) Describe the firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests, especially

concerning employee performance.

d) Describe the firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.
e) Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.
f) Describe the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA or other leave of absence, or attrition.

3.1.4 Qualifications of Staff

This section should reflect the individuals likely to work on this contract if awarded. If the firm is bidding on multiple areas (Parks, Administrative Services, Community Development, or Public Works), then this section can be subdivided as appropriate.

Alternatives are permitted but only as an appendix. This section should include (again for each area of service) the following:

a) Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.
b) Provide resumes or professional profiles of key personnel already identified that the Contractor would likely assign to this project.
c) Describe the approach to ensure staff is adequately trained and up to date at the beginning of the contract, as well as your methodology for ensuring staff stays up to date throughout the term of the contract.
d) The City expects staffing levels within the service areas to remain flexible to allow additional back-office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. To ensure high quality staff, the City will weigh in significantly on changes made by the Contractor.

3.1.5 Experience with Similar Projects

This section should reflect the firm's experience with similar projects.

This section should include (again for each area of service) the following:

a) Description of similar projects the firm has worked on in the past or currently . Include major successes and accomplishments, along with issues that arose during the project and how the firm overcame them. Include similar projects at the federal, state, and/or local government levels.

3.1.6 References

This section should reflect the firm's experience with similar projects.

a) Firms shall submit three references for similar projects. Firms must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony. No current employees of the City of Dunwoody are permitted as references. Note: Even if the vendor is bidding on multiple areas, no more than three references are asked for. If more than three are submitted, only the first three will be contacted.

3.1.7 Cost Proposal

The cost proposal envelope should contain, in a separate sealed envelope in both hard copy and on a thumb drive, the document list for costs as an appendix in this RFP, showing the costs associated with providing services for all service areas proposed.

Bidder shall provide an annual total cost for each position proposed for the base year of 2027. This cost will include all fringe benefits, training, and overhead of the firm for that position. If the position is listed as needing a cell phone, tablet, and/or vehicle, that price should be embedded in the annual cost.

While subject to final negotiations, the City proposes that all base year contracts will escalate based on the CPI-U for Atlanta from the end-July of the current year compared to the end-July of the previous year.

The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive. An authorized representative of the bidding firm shall sign the cost proposal.

For each month of the contract, where the firm has filled a full-time position for the entire month, the City shall pay the full amount for that position. For times where the position is vacant, the City shall prorate the full amount by the number of days the position is vacant. For definition of this contract, the position is deemed vacant when the person is no longer available to work for the City. If the firm allows them to take leave after the last day they are available, that time may not be billed to the City. Note, there is for full-time positions the understanding that both vacation and sick leave days will be available to the employee for which the City will be billed for.

> Example 1: A $100,000/month position is vacant for 11 days of a 31-day month. The firm shall bill the city $100,000*20/31= $64,516.13.

For positions that are fractional (e.g. less than 1.0 FTE), the firm will utilize the same calculation as for a full-time position but will prorate it to the fractional position cost.

> Example 2: A $75,000/month position (0.60 FTE which would be $125,000) that is scheduled for Monday, Tuesday and Wednesday is vacant for 11 days of a 31-day month. The firm shall bill the city $75,000*20/31= $48,387.10. The effect of this is that the days they are scheduled become irrelevant in the timing.

For positions that are hourly/part-time, the firm will bill only for hours of work performed.

3.1.8 Required Forms

The City requests Bidders to complete, sign and return as a part of the technical proposal forms that are attached to this RFP.

Technical Proposal:

a) Executed Proposal Form in the appendix which includes acknowledgement of all addenda to this RFP
b) Executed Affidavit Verifying Status for City Public Benefit in the appendix
c) The Technical Proposal which may not exceed fifty 100 total 8 ½ x 11 pages not including all cover pages and appendices.

Cost Proposal:

a) Cost Table in the appendix (to be submitted with Cost Proposal) sealed separately.

Failure to submit completed and signed forms may result in proposal rejection.

* * * END OF PROPOSAL FORMAT * * *

4. Evaluation Criteria

The City, in its discretion, may award the Contract to the responsible and responsive Bidder(s) submitting the proposal that the City deems is the most advantageous, price and other factors being considered.

The City's staff will review all proposals submitted. After reviewing the proposals, the City may, at its discretion, invite to interview (at Bidder's expense) one or more of the Bidders whose proposals appear to best meet the City's requirements. Interview responses along with the written proposal and samples (if any), will become part of Bidder's submission evaluated pursuant to the evaluation criteria. The City reserves the right to short-list Bidders for further consideration.

The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

A. Background of Firm
B. Proposed Staffing, Recruitment, Retention, and Oversight of Staff
C. Qualification of Staff
D. Experience with Similar Projects
E. References
F. Costs
G. Interviews (Optional)

5. Instructions to Bidders

5.1 Intent

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Bidders provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

5.2 General

A. The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Bidder, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Bidder will not or does not agree must be presented prior to the deadline for submitting questions by the Bidder in writing as provided in this section and directed to **Purchasing@dunwoodyga.gov.** Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language. The purpose of the exception

process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Bidders shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change. Bidders should resolve any language issues with the Contract prior to bidding and not assume language will be altered after bids are accepted.

B. The Contract work for each service area shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for each service area required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.

C. A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.

D. The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.

E. There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Bidder's overhead costs related to travel shall be included in such Bidder's prices in its Proposal.

F. The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted.

5.3 Environmental Sustainability

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such, the City encourages the incorporation of environmental sustainability into proposals.

5.4 Examination of Proposal/Contract Documents

All prospective Bidders shall thoroughly examine and become familiar with the Proposal package and carefully note the items, which must be submitted with the Proposal. (These Instructions to Bidders, the Request for Proposals, the Proposal Forms, the Contract, the General Conditions, and the Scope of Work are referred to herein as the "Proposal Documents" or the "Contract Documents"). Submission of a Proposal shall constitute an acknowledgment that the Bidder has read and understands the Proposal Documents. The failure or neglect of a Bidder to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5.5 Addendum(s)-Changes While Proposing

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to **Purchasing@dunwoodyga.gov** no later indicated on summary at the front of the RFP. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at the link below or by visiting Georgia's Department of Administrative Services (DOAS) web site at the link below. Prior to submitting its response, it shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to

obtain such addendum(s).

5.6 Preparation of Proposals

A. Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Bidder. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.

B. All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Proposal Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.

C. If the Bidder is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Bidder to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.

D. If the Bidder is a corporation or other state-chartered business entity, the City reserves the right to require the Bidder to submit to the City at any time, the name and business address of each officer, director, and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the

Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Bidder elects to use a fictitious name in its Proposal, a copy of the Bidder's fictitious name registration should be provided to City.

5.7 Proposal Guaranty

A Proposal Guaranty shall not be required for this Contract.

5.8 Delivery of Proposals

A. All Proposals shall be submitted in sealed envelopes marked on the outside according to the requirements stated in the RFP. Each Proposal shall consist of an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.

B. All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Proposals received after the time and date specified in the Request for Proposals for the opening of the Proposals will not be considered, but will be returned unopened.

C. Each Bidder’s response to the Request for Proposals shall be at the sole cost and expense of the Bidder and such Bidder shall have no right or claim against the City for costs, damages, or loss of profits. The Bidder shall have no right to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.

D. Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

5.9 Communications Regarding Evaluation of Proposals

To ensure the proper and fair evaluation of Proposals, the City prohibits any communication related to this contract and initiated by a Bidder or its agent to an employee of the City evaluating or considering the Proposal during the period following the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An employee or representative of the City who is not a member of the selection team may

initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Bidder during evaluation should be submitted in writing and delivered via e-mail to Purchasing@dunwoodyga.gov. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

5.10 Withdrawal of Proposals

No Proposal may be withdrawn after it is submitted unless the Bidder makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred eighty (180) days. Any Bidder withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred eighty (180) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Bidder or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Bidder's submission of a Proposal shall be deemed the Bidder's acknowledgment of an agreement to the provisions of this Section.

5.11 Disqualification of Bidders

A. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its Proposal:

i. Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiating with the primary Contractor to provide services. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

ii. Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City;

iii. Evidence, in the opinion of the City, of Bidder(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);

iv. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

v. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or

vi. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.

vii. Evidence of improper communication as described in section 5.9 above.

B. The City has adopted a policy, which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a Bidder that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Bidder to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period that is determined by the City Manager and/or City Finance Director.

5.12 Rejection of Irregular Proposals

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals;, fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Bidder's prices;, or contains other irregularities of any kind.

5.13 Notice of Intent to Award Contract

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Bidder submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

5.14 Responsibility of Bidders

A. City reserves the right, to aid it in determining a Bidder's responsibility, to

require a Bidder to submit such evidence of Bidder's qualifications as the City may deem necessary and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City shall be the final authority in the award of all Proposals.

B. All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (entities other than the City) for which they have supplied similar services as requested in this Proposal. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Bidder to notify the reference, verify contract information, and obtain permission from the reference before completing the form.

C. For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least three (3) years.

5.15 Guaranty of Faithful Performance

A Performance Bond shall not be required for this Contract.

5.16 Power of Attorney and Countersignature

Not applicable.

5.17 Execution of Contract

A. The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: The Contract, a copy of the Bidder’s valid business or occupational license, and all other documents and information required by the Contract Documents. All the above documents and information must be furnished and the Contract Documents executed by the Bidder, and delivered to the City, before the Contract will be executed by the City.

B. A Bidder's failure to timely fulfill its obligations under this section shall be

just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 5.10).

C. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

5.18 Georgia Sales Tax

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax-exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

5.19 Subcontracts

A. The Contractor's right to subcontract shall be governed by the provisions of Section 6.17 of the General Conditions.

B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

C. The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

5.20 Familiarity with Laws

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested.

5.21 Security

The successful Bidder will be required to comply with all applicable standards of the City relating to security, which may be in effect or changed from time to time.

5.22 Minority and Women Business Enterprise ("MWBE") Participation

An MWBE participation goal has not been established for this Contract. Such participation is encouraged but will not be considered during the evaluation process for award of this Contract.

5.23 Local Developing Business ("LDB") Participation

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

5.24 Insurance

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 6.14 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

5.25 Proposal Errors

In the case of a Bidder's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in blue ink.

5.26 Compliance with Occupational Safety and Health Act

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions, therefore, shall meet all EPA and OSHA

requirements.

5.27 Performance Standard

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Scope of Work. The successful Contractor's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as additional key performance indicators approved by the City Manager during the term of the contract. The Contractor shall commence tracking key performance indicators in January 2027.

5.28 No Proposals

In the event a potential Bidder elects not to submit a Proposal, such potential Bidder is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

5.29 Public Records/Public Meetings

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will decide. The decision to withhold or release the information will be at the City's sole discretion.

* * * END OF INSTRUCTIONS TO BIDDERS * * *

6. General Conditions

6.1 Scope of Work

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Work attached hereto.

6.2 Regulations

A. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.

B. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

C. During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of all licenses, registrations, or permits required by applicable governing agencies. The Contractor shall keep a copy of all licenses, registrations, and permits on the job site while performing the Contract work.

6.3 Work Hours

A. Most contractors shall normally perform on-site work during standard work hours, which currently are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises outside the standard work hours. Non-standard work hours may be arranged with prior approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. When emergencies or other unexpected events occur, there may be no advance notice provided. Please note that for both Parks and Public Works, staffing schedules may not fit this mold.

B. In the event an emergency condition is declared by the Mayor, City Manager or their respective designees, the Contractor will perform work during such hours as requested by the City.

C. Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers

(shared drives accessed via a VPN, etc.)

6.4 Contractor's Personnel

A. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

B. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

C. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Contractor will always have someone in attendance who can communicate instructions to said employee.

D. The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.

E. The Contractor shall transfer promptly from the City any employee or employees that the City Manager or designee advises are not satisfactory and provides to Contractor reasonable justification and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

F. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be

responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.

G. A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.

H. While working on City property all Contractors' employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

I. Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.

1. The Project Manager shall be fully responsible for the Contractor meeting all its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report when requested. This report may be delivered by, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.

2. The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

3. In the event that the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager, the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

4. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.

J. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

6.5 Items Provided by the City

A. Work Location. The City of Dunwoody shall provide a work location for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' work locations.

B. Uninterruptible Power Supply (UPS). The City of Dunwoody shall provide a power supply for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' power supplies.

C. Printers. The City of Dunwoody shall provide a common-use (shared) printers for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' printers or printers for employees not using the common-use printers except when determined by the City a private printer should be provided.

D. Office Space. The City of Dunwoody shall provide office space for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' office spaces.

E. Utility Services. The City of Dunwoody shall provide utility services for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' utility services.

F. Employee Parking. The City of Dunwoody shall provide employee parking for all full-time office-based employees proposed under this contract, as well as other team members working at a City Work Locations. It shall be the sole responsibility of the Contractor to provide for other project team members' parking including but not limited to full-time employees traveling outside the City.

G. Vehicles. On January 1, 2027, Contractor shall supply new vehicles necessary to perform the Contract(s) as indicated in the individual service area. The quantity of vehicles shall be sufficient to provide each person who routinely performs work throughout the City (e.g. Building Inspector) with access to a vehicle when needed. Pooled vehicles are acceptable if the quantity in the pool is sufficient to meet this requirement. It shall be at the City's sole discretion to resolve disputes as to whether the amount is sufficient. As a minimum standard, Contractor shall maintain vehicles in a

manner acceptable to the City. Vehicles shall be free of any major defects. Paints, body, and interior shall have only minor (if any) blemishes, and there shall be no major mechanical problems. There shall be little or no rust on the vehicles. Engine compartment shall remain clean, with no fluid leaks. Tires shall match and maintain substantial available tread wear. Vehicles must have a clean title history. Vehicles must pass all required emissions tests. Vehicles shall not have any unsubstantiated mileage at any time. Vehicles shall be replaced at the Contractors expense at any time the vehicle does not meet the City's standard, no less often than when the age of the vehicle reaches six years or 150,000 miles. The original (or replacement) vehicles' ownership reverts to the City at the conclusion of the contract. If the contract is terminated prior to the end of the 36th month, the City shall purchase the vehicle(s) at the published Kelly Blue Book trade-in value for the same vehicle in "good" condition provided the Contractor has adhered to the standards noted in this section. Contractor allows the City to utilize the vehicles when not in use by the Contractor. These vehicles are to be used exclusively to conduct the business of the City.

6.6 Tools and Equipment

The City shall also supply furniture, fixtures, and equipment for all city offices and full-time office-based contractor employees. Equipment includes those items customarily supplied to office staff such as chairs, computers, phones and office supplies. Cellular phones are issued to City employees only. If an employee of the Contractor requires a phone, smart device, tablet, etc. to accomplish the scope of the contract, the Contractor is expected to provide such equipment to the employee directly. The Contractor would be required to comply with all open records and IT security requirements associated with data and usage of such equipment.

All costs associated with bidder-provided cell phones, tablets, vehicles, and related equipment required under this Section shall be included in the applicable proposed annual and monthly position rates in the Cost Proposal. The City will not separately reimburse the Contractor for such equipment unless expressly authorized in writing by the City.

6.7 Performance Requirements

a. The Contractor shall perform all its obligations and functions under the Contract in accordance with the Contract provisions, industry standards, and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.

b. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City Manager, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be always followed.

c. Dates for commencement and completion of work shall be coordinated with the City's CAR.

d. Any work required beyond that which is specified herein, shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

e. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the way they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

f. All materials generated for or received for this project are property of the City and shall be given to the City as soon as reasonable possible. Electronic delivery of all documentation is generally acceptable provided it is received in its original format. Only the City's Authorized Representative will provide for exceptions to this provision. The City's representative will designate a person to collect these materials.

6.8 Confidential Information

A. While performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.

B. The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.

C. The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

D. The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the

Contractor use less than reasonable efforts to protect the City's information.

E. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

6.9 Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each workday, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as unnecessary tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

6.10 Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the public who may be affected thereby.

6.11 Compensation – Invoice and Payment of Services

A. The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City and delivered or performed by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.

B. The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. Invoices shall not be submitted more frequently than monthly at the conclusion of each month's performance as set forth in this contract.

C. The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.

D. The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.

E. The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any

amounts invoiced shall preclude the City from recovering any money paid more than that due under the terms of this Contract.

F. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors), all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

G. The Contractor shall submit all invoices to: City of Dunwoody, Georgia, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338. The Contractor may also arrange with the City's Finance Director a method of alternate submittal.

6.12 Compliance with laws and Regulations

A. The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be always followed. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.

B. The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.

C. The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

6.13 Contractor's Liability

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as

a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 6.13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 6.14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

6.14 Indemnification and Insurance

1. The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the Contractor's negligent performance of this Contract, or the negligent acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 6.14 (D) below by or in favor of any person described in Section 6.14 (E) below that is attributable to Contractor's negligence, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such

counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, or (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City. The indemnification provisions of this Section 7.14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

2. In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

3. The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

4. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by

the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

5. In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 6.14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

6. No provisions of Section 6.14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

7. Insurance

1. General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

a) Commercial General Liability Insurance including contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, with these required limits:

1. $ 2,000,000 General Aggregate
2. $2,000,000 Products & Completed Operations Aggregate
3. $1,000,000 Personal & Advertising Injury
4. $1,000,000 Per Occurrence
5. $10,000 Medical Expense, and

b) Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit per accident. Such insurance is required even if Contractor is not bidding on service areas requiring routine access to motor vehicles, such as those outlined in Section 7.5 (G). Coverage must include liability for Owned, Non-owned and Hired Vehicles

and provide a waiver of subrogation to the City.

c) Contractor shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than $5,000,000 per occurrence. Coverage must follow form with primary policy and coverage must be as broad as primary policy

2. Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention exceeding $100,000, if the Contract is $1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, unless approved by the City Manager.

3. Additional Insured Endorsement (Form CG 20 10 and CG 20 37 or equivalent). Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance. Endorsement must not exclude the Additional Insured from Ongoing or Products - Completed Operations coverage. Coverage shall include a Waiver of Subrogation.

4. Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than $1,000,000 for "each accident," $1,000,000 for "disease policy limit," and $1,000,000 for "disease each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. Contractor shall provide a Workers Compensation waiver of subrogation.

5. Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least TWO MILLION DOLLARS ($2,000,000.00) per claim and in the aggregate. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

6. Health Insurance. Not applicable.

7. Garage Liability Insurance. Not applicable.

8. Garage Keeper's Legal Liability Insurance. Not applicable.

9. Crime Coverage Contractor must provide $1,000,000 employee dishonesty coverage with coverage extended to 1st and 3rd party claims.

10. Pollution Liability Insurance. Not applicable.

8. Deductibles. The Contractor's policies of insurance required by this Section 7. may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

9. Other Insurance Requirements. All insurance policies required by Section 7.14 (G), except Crime Coverage, shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies, which meet the requirements of Section 7.15 (B) of these General Conditions, and said policies, shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal, or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other

remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term

of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

6.15 Surety Bonds/Letters of Credit/Liability Insurance

A. A surety Bond/Letter of Credit is not required for this Contract.

B. Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be Admitted to issue insurance policies in the State of Georgia, and (b) must have no less than a "A-" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-"Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

6.16 Contract Adjustments

A. Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions to the scope of work will be set forth in a written Amendment to this Contract.

B. Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 7.18 (B) herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

C. Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract. Adjustment made necessary or appropriate because of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

D. Upon the conclusion of the contract, the City may choose, at its sole

discretion, to hire employees currently employed by the Contractor. The Contractor agrees to hold the employee harmless from any action resulting from a City-initiated transfer of employment to a City employee.

6.17 Subcontractors

A. The Contractor shall perform all its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor, which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that can significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors, which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.

B. This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 6.17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

C. If the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including any obligations of payment.

6.18 Default and Termination

A. In the event that:

1. The Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or

2. The Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or

3. The Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

4. The Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time specified by a provision of this Contract; or

5. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

6. The Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

7. There is any assignment by the Contractor of this Contract or any of the Contractor’s rights and obligations hereunder for which the City has not consented in writing; or

8. The Contractor shall default on any other agreement entered by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to

the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

B. Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including Section 7.2 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

C. The Contractor may terminate this Agreement only if it is unable to continue providing the Services due to circumstances that materially impair its ability to perform its obligations under this Agreement, and not for the Contractor's convenience. The Contractor shall provide the City with at least ninety (90) days' prior written notice of termination, including a detailed written explanation of the circumstances supporting its inability to continue performance. During the notice period, the Contractor shall continue to perform all Services in accordance with this Agreement and shall reasonably cooperate with the City to facilitate an orderly transition of the Services to the City or its designated successor provider.

D. Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition

or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

1. In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

2. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

3. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or in the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

6.19 City's Authorized Representative (CAR)

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

6.20 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) or any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 6.17 hereof.

6.21 Notices

A. Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

B. Unless otherwise stated herein, all notices or other writings, which the Contractor is required or permitted to give to the City, may be hand delivered to the City Manager and the City Attorney, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

ATTN: City Manager
4800 Ashford Dunwoody Rd
Dunwoody GA 30388

With a copy sent to:

City of Dunwoody, GA
ATTN: City Attorney
4800 Ashford Dunwoody Rd
Dunwoody GA 30388

C. Either party may change its notice address by written notice to the other given as provided in this section.

6.22 Non-Discrimination

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

A. Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Contractor, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of 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 grounds of race, color or national origin.

D. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive

possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

2. Cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Contractor shall include the provisions of subsections 6.22 (A) through 6.22 (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

G. The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, national origin, sex, age, disability, citizenship status, military or veteran status, genetic information, or any other classification protected by applicable federal, state and local laws, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

6.23 Copying Documents

The Contractor hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and all

other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

6.24 General Provisions

A. The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.

B. This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

C. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

D. The Contractor warrants to the City that no work performed or materials

purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

E. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City

F. The section headings herein are for the convenience of the City and the Contractor and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

G. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

H. The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.

I. If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 6.14 hereof. The

provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

J. The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

K. The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

L. The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

M. The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner, which segregates in detail those transactions from other transactions of the Contractor and Subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor’s and subcontractor’s accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; legible microfilm or microfiche, together with access to the applicable reader; compact disc, or similar medium. All such books, records, and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of

information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

N. The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City, which are then outstanding. If additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in

writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City.

O. The Contractor is an independent contractor, and nothing contained herein shall be construed as making the Contractor an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.

P. The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report, as it deems necessary.

Q. There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.

R. Time is of the essence for the performance of each of the Contractor's obligations under this Contract. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. If any event or force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Contract.

S. In computing any period established under this Contract, except as otherwise specified herein the word “days,” when referring to a period that is ten (10) days or less means business days, and when referring to a period that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

T. The Contractor agrees to perform all acts and execute all supplementary instruments or documents, which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

U. The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any

nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.

V. The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

W. At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

* * * END OF GENERAL CONDITIONS * * *

Appendix A
Affidavit – REQUIRED IN SUBMITTAL
Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (check one) for _____.

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

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

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

Signature of Applicant: Date

_____ _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2020

*_____
Alien Registration number for non-citizens

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:

_____

APPENDIX B
Cost Table – REQUIRED IN SUBMITTAL (Page 1 of 2)

Submitted by (FIRM) _____

Bidders will submit a full annual cost for each position(s) listed below that they wish to be considered on. This form MUST be submitted separately and in a sealed envelope. Please include a PDF version on a thumb drive as a backup copy in the envelope also.

Alternatives to this structure may be included in an appendix, but this form must be complete for the bid to be considered.

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes.

Please provide the proposed costs for all applicable service areas. If your organization is not proposing for a specific service area, please indicate so by marking N/A in the corresponding row.

Submitted by (FIRM) _____

Representative Signature _____

Date _____

Printed Name and Title _____

Telephone Number _____

Email Address _____

Submitted by (FIRM) _____ (Page 2 of 2)

Firms shall provide service to the City for the period of four years. The inflationary factor each year will be based on the CPI-U for Atlanta as outlined in the RFP's Cost Proposal Section.

Area	Position	Contracted Cost 2027	Proposed by Vendor
ComDev	Land Development Inspector	$142,722	
ComDev	Arborist	$180,692	
ComDev	Building Inspector	$159,907	
ComDev	Permit Technician (1 of 2)	$115,557	
ComDev	Permit Technician (2 of 2)	$115,557	
ComDev	Code Enforcement Manager	$180,692	
ComDev	Code Enforcement Officer (1 of 2)	$132,227	
ComDev	Code Enforcement Officer (2 of 2)	$132,227	
ComDev	Fire Marshal	TBD	
		$1,159,580	
Place NA in the cost field, if the vendor is not proposing those positions.			

APPENDIX C– Proposal Form – REQUIRED IN SUBMITTAL
City of Dunwoody, GA
Municipal Government Services Procurement

Company Name: _____

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 20-04 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 20-04 Municipal Government Services Procurement, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Bidder under Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

Company Name: _____

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. / Date
1.
2.
3.
4.
5.

It shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Bidder from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work, excluding transitional requirements, is to commence on or about January 1, 2027.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services performed. Partially completed performance of the Agreement will be

compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.

The Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody? Yes No
Will your company accept the City's procurement card for payments from the City? Yes No

Representative Signature _____

Printed Name _____

Telephone Number _____

Email Address _____