

REQUEST FOR PROPOSALS

RFP 11-11

PARKS AND RIGHT OF WAY MAINTENANCE

REQUEST FOR PROPOSALS (RFP) 11-11 PARKS AND RIGHT OF WAY MAINTENANCE

Sealed Proposals for Purchasing RFP 11-11 Parks and Right of Way Maintenance will be received by the City of Dunwoody, hereinafter called "City." Service providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

This contract shall be for a one year period with an optional one year extension beginning approximately January 1, 2012.

The City, at its sole discretion, may short-list firms that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the RFP. The City may, at its sole discretion, ask for formal presentations from all of the responsive and responsible proposers, or only from those firms that are short-listed, if short-listing is determined to be in the best interest of the City. Negotiations will be conducted and may take place in person or via telephone with the most qualified firm as identified by the City or, if short-listing occurs, with all of the short-listed proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers. 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.

A proposal must be submitted in a sealed envelope which shall be clearly marked RFP 11-11. One (1) printed and signed unbound original, three (3) bound copies, and one (1) electronic copy in PDF of the **proposals shall be submitted no later than 2:00pm, October 20, 2011.** (Proposals will not be submitted by facsimile or e-mail). At which time noted, all proposals received will be publicly opened and read. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

A Pre-Proposal Conference will be held at 10:00am on October 13, 2011 at the City of Dunwoody Courtroom, 41 Perimeter Center East, First Floor, Dunwoody, GA 30346.. The conference will include a review of the proposal documents, and a question and answer period. Proposers are expected to be familiar with the proposal documents and to provide the City with any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for questions to be submitted.

Questions regarding proposals should be directed to purchasing@dunwoodyga.gov no later than 2:00pm October 14, 2011. Proposals are legal and binding when submitted.

Proposal must be addressed as follows:

Purchasing Department
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

No Proposal may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, request formal presentations from one or more of the proposers (at proposer's expense at the City's site) whose proposals appear to best meet the City's requirements.

The proposer awarded the Contract must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the Proposal Documents.

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 proposer, 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 proposer submitting the proposal which is deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors being considered.

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer 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 decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678) 533-0712. Unauthorized communication by the proposer may disqualify the proposer from consideration.

PART ONE - BACKGROUND AND GENERAL SCOPE OF WORK

- 1.1 The City seeks to engage the services of a qualified contractor to provide park maintenance services to include mowing, trimming, cleaning, trash removal, mulching and other services as specified for the City's parks and to provide right of way and public open space maintenance services to include mowing, trimming, trash pick-up, debris removal and other services as required.
- 1.2 The Department of Public Works is responsible for the management, development, safety, and maintenance of the City's roadways, parks, and stormwater systems. Its major functions include maintenance of streets, sidewalks, right of way traffic signals, road signs, parks, and stormwater infrastructure. The Department also is responsible for emergency response as it relates to public works and parks functions.
- 1.3 The Public Works Department is charged with providing high quality and responsive service to the residents and business owners of Dunwoody, including the on-call and maintenance staffs who strive to respond to citizen and community requests in a professional and timely manner. Currently, the Department maintains 150 centerline miles of roadway, and 43 linear miles of sidewalks
- 1.4 The Parks and Recreation Department strives to provide the residents of Dunwoody with the highest quality parks, recreational services, and green space to enhance the quality of life to our community. The City of Dunwoody manages seven parks with combined land space of over 156 acres. These parks are home to several major events each year and offer a variety of activities including skateboarding, tennis, and more. The City's current parks are:

- Brook Run Park
- Dunwoody Park
- Dunwoody Nature Center
- Windwood Hollow Park
- Vernon Oaks Park
- North DeKalb Cultural Arts Center
- Perimeter Center East Park

PART TWO - PARK MAINTENANCE DETAILED SCOPE OF WORK

Proposers should, at a minimum, address the Detailed Scope of Work as part of their proposal package. Proposers may add additional items that are considered necessary to implementing the requested services.

- 2.1 Provide crew(s) with the proper number of staff and equipment to perform park maintenance identified in the scope and in assigned work orders. Adequate personnel must be provided to meet safety requirements at all times.
- 2.2 Provide an Experienced Full Time Parks Maintenance Supervisor (Resume should be included in the proposal)
- 2.3 Provide oversight of other skill trade contractors utilized by the City for Parks repairs.
- 2.4 Provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Maintain equipment to meet clean and professional condition reflecting the City's high standards.

- 2.5 Park Coverage Requirements - General employee park coverage is required as follows:
- 2.5.1 Weekdays (year round) –Monday through Friday from 7:30AM to 3:30PM.
 - 2.5.2 Saturdays (May-September) Minimum of 4 hours per day for bathroom cleaning and trash removal.
 - 2.5.3 Special events - provide up to 100 hours for activities such as Movies in the Park, Fall Festival, etc.
 - 2.5.4 Holidays (City Recognized Holidays) – Minimum of 4 hours per day for bathroom cleaning and trash removal. Except Thanksgiving and Christmas Day.
- 2.6 The contractor will be required to maintain a point of contact for 24-hour, 7-day per week response to weather-related incidents and other types of emergencies. The contractor must be able to have equipment and personnel mobilized in the City within 2 hours of notification of an incident.
- 2.7 Routine Maintenance – Visually inspect the assigned area at least once daily, Monday through Friday. Evaluate site conditions and identify potential maintenance needs or safety hazards which require immediate attention. Identify excessive litter or debris, graffiti, broken or vandalized amenities which may create a safety hazard. Adjustments in the daily schedule are made based on the findings of these inspections. Perform maintenance services as needed.
- 2.8 Preventive Maintenance – Perform preventive measures to avoid maintenance issues that could become a hazard to park users and result in unnecessary costs. These items include but are not limited to:
- 2.8.1 Winterizing restrooms, water fountains, faucets and irrigation systems
 - 2.8.2 Cleaning and clearing gutter, drains and pipes
 - 2.8.3 Promptly notify the Parks Manager of any potentially hazardous conditions that are outside the scope of this contract.
- 2.9 Repairs – Follow work order procedures and priorities to react to any requests for repairs. Problem areas identified through daily visual inspections of facilities and grounds, biannual inspections of facilities and grounds, and emergency reports by the contractor and park users will be reported to the City’s Parks & Recreation Manager or his designee who will follow up and schedule repairs as needed.
- 2.10 Work Order Priority: Perform services in accordance with an established work order priority schedule. After hours and emergency work orders may be authorized verbally and followed up with a written work order. The City has the following response time requirements for work orders:
- Priority 1: Complete within 24 hours.
 - Priority 2: Complete within 7 days.
 - Priority 3: Complete within 21 days.
 - Priority 4: As directed
- 2.11 Litter, Debris and Trash Removal
- 2.11.1 Remove trash, ground litter, and debris daily or as often as needed during the week
 - 2.11.2 Empty trash containers when they are more than half filled or are attracting bees and insects at the time of inspections or when park usage indicates that containers may be filled to capacity before the next inspection
 - 2.11.3 Inspect specific areas such as pavilion rentals and athletic areas for litter and debris and remove litter and debris prior to scheduled use during normal working hours
 - 2.11.4 Remove and replace trash liners placed by dog parks, dog water stations, pavilions and player areas daily regardless of how much or how little the containers are filled

- 2.11.5 Pick up ground trash and debris in the park while checking the trash containers
- 2.11.6 Report any debris that is too large to easily remove to the City's Parks & Recreation Manager or his designee

2.12 Restroom Cleaning

- 2.12.1 Clean restrooms every morning at a minimum and inspect and clean again, if necessary, prior to the end of the day. More frequent cleaning may be necessary at times based on usage, particularly at rental and athletic facilities
- 2.12.2 Restroom cleaning includes but is not limited to removing all litter and debris, sweeping and mopping floors, scrubbing toilets, sinks and urinal with disinfecting cleaner, and refilling toilet paper and paper towels as needed.
- 2.12.3 Wash and scrub restroom floors and walls on a monthly basis

2.13 Graffiti Removal

- 2.13.1 Remove graffiti within 24 – 48 hours from the time it is identified whenever possible
- 2.13.2 Clean, remove or paint over graffiti. Report graffiti which cannot be easily removed or painted over to the City's Parks and Recreation Manager or his designee. Take pictures for documentation.

2.14 Vandalism Repairs

- 2.14.1 Secure any vandalized area that is creating a public safety hazard immediately upon identification. This may include securing the areas for safety reasons, removing the object or placing a barrier around the area to prevent possible public access
- 2.14.2 Schedule necessary repairs based on the urgency of the repair
- 2.14.3 Document and report all vandalism to the City's Parks and Recreation Manager or his designee

2.15 Playground Inspection and Repair

- 2.15.1 Visually inspect each playground every week
- 2.15.2 Clear playground areas of trash and debris on a daily basis
- 2.15.3 Check and blow off walking areas as needed on a daily basis
- 2.15.4 Complete and document playground inspection monthly
- 2.15.5 Check proper movement and possible wear of all dynamic elements and lubricate as needed
Inspect all nuts and bolts and tighten as needed
Inspect all pins, clamps, s-hooks and parts to ensure that they are securely attached in the proper locations and adjust as needed
- 2.15.6 Inspect for pinch points, rough edges and cracks of plastic, metal or wood surfaces and adjust as needed
- 2.15.7 Inspect all posts, handles, decks and play components for protruding objects that could result in injury and adjust as needed
- 2.15.8 Inspect all fall areas for proper depth and hard rake to fill in low areas
- 2.15.9 Inspect the playground and immediate areas for broken glass, trash and debris and remove debris as needed
- 2.15.10 Immediately restore missing or broken equipment or park furniture to a safe condition. If permanent repairs are not immediately possible, take immediate measures to restrict access to the equipment site and to adequately warn park patrons of the hazardous situation. This may

include securing the area for safety reasons, removing the object or placing a barrier around the area to prevent possible public access.

2.15.11 Add mulch to playground as directed

2.15.12 Prune trees and shrubs at least once per year and as needed

2.15.13 Sand wood rails as needed

2.15.14 Clean wood and seal as directed

2.15.15 Paint playground metal structures as directed

2.15.16 Maintain pump system at Brook Run Park water feature to include filter cleaning and recommended routine maintenance.

2.16 Sport Courts and Skate Park Inspection and Repair

2.16.1 Conduct visual inspections on sport courts and skate park facility daily and schedule repairs as needed

2.16.2 Check the play surfaces and immediate areas for broken glass, trash and debris and remove debris as needed

2.16.3 Check for tripping hazards such as vertical separation along cracks. Document or schedule repair as necessary

2.16.4 Remove any weeds growing in cracks that may exist on the play surface

2.16.5 Inspect all nets for damage and replace as needed

2.16.6 Inspect all skate park components for damage or necessary repairs

2.16.7 Inspect gates for proper operation and lubricate as needed

2.16.8 Inspect all fencing and ensure there are no protruding bolts or wires that may create a safety hazard

2.16.9 Inspect to ensure that windscreens are properly hung without any rips or tears and repair as needed

2.16.10 Inspect to ensure that all signs are not vandalized and that they are in the proper locations

2.16.11 Pressure wash courts, picnic tables, walkways and concrete surfaces yearly or as needed

2.16.12 Spray weeds out in and around court area

2.17 Sidewalks and Trails

2.17.1 Inspect all sidewalks and trails for cleanliness and safety, and report any areas of concern

2.17.2 Blow all sidewalks and trails regularly to remove leaves and debris

2.17.3 Pick up all ground trash prior to blowing

2.17.4 Prune low-hanging limbs to eliminate potential hazards

2.17.5 Remove fallen limbs and debris immediately

2.17.6 Remove dead trees and limbs that could fall on the trail

2.17.7 Inspect and repair trail surface as directed

2.17.8 Removal of snow and ice as directed by the City

2.18 Pavilions

2.18.1 Blow and clean daily

2.18.2 Clean prior to any scheduled rental and inspect after the rental for additional cleaning or repairs as needed

- 2.18.3 Blow roofs to remove leaves and debris twice a year
- 2.18.4 Conduct pavilion inspections of area and structures yearly
- 2.18.5 Coordinate repairs and upgrades with the City's Parks and Recreation Manager or his designee

2.19 Landscape and Turf

2.19.1 During the growing season (April 1 through October 31):

- 2.19.1.1 Mow all common turf areas on a weekly basis at the proper levels for each type of turf.
- 2.19.1.2 Maintain an adequate turf free zone around trees to minimize turf area and avoid string trimmer damage to trees
- 2.19.1.3 String trim all posts, benches, tables, trash containers, fence lines, tree, grills and buildings as part of the mowing operation
- 2.19.1.4 Remove grass clippings when visible

2.19.2 During the off-season (November 1 through March 31):

- 2.19.2.1 Mow all common turf areas once every four weeks at the proper levels for each type of turf
- 2.19.2.2 String trim all posts, benches, tables, trash containers, fence lines, tree, grills and buildings as part of the mowing operation
- 2.19.2.3 Remove grass clippings when visible
- 2.19.2.4 Blow hard surfaces to remove debris, including dug-outs and stands
- 2.19.2.5 Trim and edge, remove debris (sticks and limbs) and provide weed control outside normal turf areas to prevent encroachment
- 2.19.2.6 Maintain embankments as needed, prune plants and tree limbs up to 14 feet in height and less than 2.5 inches in caliper, and pick up and dispose of trash

2.19.3 Edging Curbs, Sidewalks and Pavilions

- 2.19.3.1 Edge all curbs, sidewalks and pavilions once per week between April 1 through October 31
- 2.19.3.2 Remove all grass clippings and debris from the curbs and sidewalk areas after each edging

2.19.4 Aerating Turf

- 2.19.4.1 Perform core aeration of all play field turf at least twice per year, including once in the spring just before fertilization and once in the fall. Perform aeration when the turf is actively growing and not under stress. Space aeration holes between 2-3 inches (this often requires 3 passes in different directions). Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means. Use a vibratory tine aerator to a depth of 4-6 inches during the winter months and as needed during the rest of the year to alleviate compaction.
- 2.19.4.2 Provide evaluation and recommendations for aeration and reseeded of fields

2.19.5 Overseeding

- 2.19.5.1 Over seed turf play fields as directed. Apply seed at a rate of 10 to 15 pounds per 1000 square feet depending on the field and its use requirements. Additional replaced applications may be needed if rain and play dictate additional applications.

2.19.6 Fertilizing Turf

- 2.19.6.1 Provide a seven-point chemical program for all play field areas, except embankments and sides of streets. Fertilizer program shall include pre-emergent weed control fertilizations and post-emergent treatments consistent with best management practices.
- 2.19.6.2 Apply fertilizer as directed

2.19.7 Herbicide Use

- 2.19.7.1 In accordance with the City's sustainability goals, apply integrated pest management best practices
- 2.19.7.2 Post areas after spraying to warn park users
- 2.19.7.3 Store herbicides in OSHA approved containers
- 2.19.7.4 Wear appropriate protective clothing while applying
- 2.19.7.5 Use non-selective herbicides to kill grass and weeds that are growing in cracks, around posts, around trees, along fence lines, along curb and gutters, or in other identified areas where no vegetation is desired
- 2.19.7.6 Use pre-emergent herbicides to control the germination and spread of broadleaf weeds in plant beds and turf areas
- 2.19.7.7 Use post-emergent herbicides to control emergent broadleaf weeds that are currently in plant beds or turf areas

2.19.8 Sodding

- 2.19.8.1 Sod bare spots in areas which are located on steep slopes, in drainage areas, on play fields as directed. Sprig or over seed and add hay to other areas as directed
- 2.19.8.2 Ensure the soil is slightly moist when sod is transplanted
- 2.19.8.3 Add starter fertilizer at a rate of one pound of nitrogen per 1000 square feet of area
- 2.19.8.4 Irrigate the new sod frequently enough so that the underlying soil is always moist, but do not saturate
- 2.19.8.5 Spot sod areas as required

2.19.9 Irrigation System Management / Maintenance

- 2.19.9.1 Test irrigation system before watering season begins. Test each zone for operation, water pressure, head damage, broken lines, etc.
- 2.19.9.2 Maintain and repair the irrigation system as directed
- 2.19.9.3 Shut off the irrigation system no later than November 15th, shut off the water at the meter and open existing drains and drain the system

2.19.10 Flower Bed Maintenance

- 2.19.10.1 Place pine straw / mulch in landscape islands and around the base of trees planted in turf to a minimum of two foot radius from the tree as directed
- 2.19.10.2 Mulch shall not contact / cover the tree truck. A mulch free area of 6 inches wide at the base of the tree shall be provided to avoid disease and decay. Mulching in shrub and flower beds should be 3 -6 inches deep and contained within the border of the bed
- 2.19.10.3 Replace pine straw / mulch twice per year in depleted areas

- 2.19.10.4 Perform weed control in shrub and flower beds as required from February through October
- 2.19.10.5 Remove weeds in excess of 4 inches by pulling or cultivating immediately
- 2.19.10.6 Restrict use of herbicides in park areas that are environmentally sensitive, such as the Dunwoody Community Garden
- 2.19.10.7 Where possible produce and install mulch and compost recycled from on-site plant material

2.19.11 Pruning

- 2.19.11.1 Prune to remove hazardous, broken, diseased or deadwood from a tree or shrub and / or rejuvenate the shape of the plant
- 2.19.11.2 Remove diseased or dead trees immediately for disease control and to prevent safety hazards
- 2.19.11.3 Replace dead plants as directed

2.20 Parking Lot maintenance

- 2.20.1 Daily check parking lots to ensure cleanliness and safety
- 2.20.2 Daily remove litter and debris
- 2.20.3 Daily check trash cans and empty as needed
- 2.20.4 Weekly blow leaves and excessive dirt
- 2.20.5 Prune trees and shrubs located near parking spaces yearly or as needed to avoid safety hazards
- 2.20.6 Spray or hand pull weeds in parking lot area as needed
- 2.20.7 Inspect lots yearly to determine if marking of spaces, fire lanes and other markings are visible and make recommendations for repairs
- 2.20.8 Check parking lot lights twice per year and make recommendations for repairs
- 2.20.9 Replenish gravel lots with material as directed
- 2.20.10 Removal of snow and ice as directed by the City

2.21 Baseball Facility Maintenance

- 2.21.1 Repair any fencing that is detached or curling
- 2.21.2 Blow out dugouts daily during the playing and practice season
- 2.21.3 Blow off common areas and bleachers daily
- 2.21.4 Inspect dugout gate latches and doors weekly and make repairs as needed
- 2.21.5 Inspect areas for safety hazards and make repairs as needed
- 2.21.6 Daily remove trash
- 2.21.7 Daily check for safety hazards such as holes in the field of play
- 2.21.8 Daily blow off concrete surfaces, sidewalks and dugouts
- 2.21.9 Inspect and repair scoreboards as needed
- 2.21.10 Inspect and repair batting cages as needed
- 2.21.11 Coordinate the replacement of lights for fields as needed
- 2.21.12 Paint dugouts and score towers as needed
- 2.21.13 Replace mulch twice per year
- 2.21.14 Prune tree and shrubs around baseball fields once per year

2.21.15 Winterize irrigation system and fountains

2.22 Facility and Building Maintenance

2.22.1 Visually check and clean restrooms and indoor facilities daily.

2.22.2 Report all maintenance concerns to the City's Parks & Recreation Manager or his designee

2.22.3 Move, remove and install fences, picnic tables, tables, chairs, bleachers, benches, etc. as required for transition to different activities or events.

2.22.4 Touch up paint in restrooms as needed

2.22.5 Clean gutters and drains around buildings as needed

2.22.6 Inspect and repair exterior building lights

2.22.7 Inspect exterior of buildings and paint when necessary

2.22.8 Perform annual inspection and certification of all fire extinguisher units

2.22.9 Through a state licensed contractor, treat each building with EPA approved pesticides in accordance with best management practices

2.23 Brook Run Dog Park

2.23.1 Daily remove litter, animal waste and trash

2.23.2 Daily inspect and remove debris and trees

2.23.3 Daily blow entrance area

2.23.4 Daily inspect turf areas

2.23.5 Daily inspect area for trip hazards and washouts

2.23.6 Daily inspect drains and remove any debris

2.23.7 Daily inspect fencing and repair as needed

2.23.8 Replenish waste bags as needed

2.23.9 Fill in holes in fenced dog play area as needed

2.23.10 Prune limbs and shrubs as needed

2.23.11 Remove dead trees and limbs as needed

2.23.12 Re-sod and repair worn areas

2.23.13 Aerate and over seed grass in the winter

2.24 Contractor Responsibilities

In addition to providing an adequate number of qualified personnel, the contractor will be responsible for the following:

2.24.1 Provide and maintain in satisfactory operating condition all equipment necessary to provide the required services.

2.24.2 All vehicles and fuel needed to provide the required services.

2.24.3 All communication and computer devices and service necessary to be able to maintain around the clock accessibility and to be able to maintain access to the City's internet-based work order system. Crews assigned to right of way work orders will be expected to be provided with a laptop and digital camera or preferably a smart phone for interaction with the work order system.

2.24.4 Any applicable training.

2.25 City Provided Items

2.25.1 Magnetic City of Dunwoody logos for contractor vehicles.

2.25.2 Use of the maintenance facility at Brook Run Park.

2.25.3 Materials and supplies other than fuel and equipment. For example: lumber, janitorial supplies, mulch, gravel etc.

2.26 The Parks Maintenance Schedules in Appendix B are provided as an indication of the timing and frequency of parks maintenance activities. The calendar portion indicates the times of year when an activity could occur or typically occurs. The frequency is noted in the columns to the right. These schedules are provided for information purposes. The contractor will be responsible for developing their own schedule and staffing to satisfy all of the scope items listed above.

PART THREE - RIGHT OF WAY AND PUBLIC OPEN SPACE MAINTENANCE DETAILED SCOPE

3.1 The right of way maintenance contractor will be responsible for maintaining the public right of way and other City owned open space in a manner consistent with Dunwoody's high standards. Maintenance will include routine mowing and cutting vegetation in designated areas, trash, debris and hazard removal as needed and response to weather incidents and other emergencies that affect public infrastructure.

3.2 The contractor shall provide crew(s) with the proper number of staff and equipment to perform right of way maintenance identified in the scope and in assigned work orders. Adequate personnel must be provided to meet safety requirements at all times. Some work will necessitate after hours call out and/ or weekend work. Crews must be available to respond to weather-related incidents and other emergencies on a 24 hour on-call basis with a 2 hour response time.

3.3 The contractor must provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. The equipment must be maintained in a clean and professional condition reflecting the City's high standards. The contractor must have at least one four wheel drive truck available for use during winter weather. The truck should be a full-size pickup truck or larger.

3.4 The scope of services for right of way maintenance includes four tasks:

Task 1 Routine Right Of Way Mowing And Cutting Vegetation

T1.1 During the growing season from April 1st to October 31st the contractor will mow and trim vegetation in the areas designated in Appendix C once per month.

T1.2 Trash in these areas should be picked up before and after the mowing as necessary. Trash must be bagged and disposed of properly.

T1.4 Other debris such as fallen tree limbs, car parts etc. must be removed and disposed of properly.

T1.5 Illegal signs in the right of way must be removed and provided to the City's Code Enforcement department.

T1.6 Sidewalks and gutters in the designated mowing areas should be kept clear of debris, leaves and vegetation.

T1.7 Any unsafe conditions observed by contractor personnel will be reported to the City Public Works staff.

Task 2 Work Order Generated Services

In addition to the routine right of way mowing, the contractor will be required to complete various work order generated tasks at the direction of the Public Works staff. These tasks include but are not limited to: removing roadway hazards such as debris or trees, trimming vegetation to improve visibility, picking up trash and dead animal removal. The work orders will be disseminated to the contractor electronically through Public Works' Cityworks work order management software. Work orders will be assigned a priority

by the Public Works staff. The contractor will be expected to monitor the status of work orders and complete them in a timely manner as follows:

Priority 1: Complete within 24 hours.

Priority 2: Complete within 7 days.

Priority 3: Complete within 21 days.

Priority 4: As directed

Pricing for Task 2 should be based on providing a crew for one day per week to complete work order generated tasks.

Task 3 Emergency Response

- T3.1 The contractor must provide 24-hour, 7-days per week on-call response to weather related events and other hazards and emergencies.
- T3.2 The contractor will be expected to provide a primary point of contact and be able to mobilize personnel and equipment to the City within 2 hours.
- T3.3 Costs for work after normal business hours will be paid on an hourly basis. Work during normal business will be paid at the daily crew rate.

Task 4 Dunwoody Independence Day Parade Preparation

The City of Dunwoody assists the Dunwoody Homeowner's Association in preparation for the annual Independence Day parade. Under this task the contractor will be responsible for mowing, pruning, trash pick-up, and sidewalk and gutter cleaning along the parade route prior to the parade. The parade route is Mount Vernon Road from Jett Ferry Road to Dunwoody Village Parkway and Dunwoody Village Parkway from Mount Vernon Road to Chamblee Dunwoody Road.

3.5 Contractor Responsibilities

In addition to providing an adequate number of qualified personnel, the contractor will be responsible for the following:

- 3.5.1 Provide and maintain in satisfactory operating condition all equipment necessary to provide the required services.
- 3.5.2 All vehicles and fuel needed to provide the required services.
- 3.5.3 All communication and computer devices and service necessary to be able to maintain around the clock accessibility and to be able to maintain access to the City's internet-based work order system. Crews assigned to right of way work orders will be expected to be provided with a laptop and digital camera or preferably a smart phone for interaction with the work order system.
- 3.5.4 Any applicable training.

3.6 City Provided Items

- 3.6.1 Magnetic City of Dunwoody logos for contractor vehicles.
- 3.6.2 Use of the maintenance facility at Brook Run Park.
- 3.6.3 Materials and supplies other than fuel and equipment. For example: lumber, janitorial supplies, mulch, gravel etc.

PART FOUR – PROPOSAL FORMAT

4.1 PROPOSAL FORMAT AND CONTENT:

One signed original, three (3) copies, and one (1) electronic copy in PDF of the proposal should be submitted in a sealed envelope. To aid in thorough and consistent review, the proposal shall be organized and labeled or numbered to correspond to the sections and information listed below.

Description of required Sections and Information:

- 4.1.1 **Cover Letter** (Section I): A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and fee schedule will remain in effect for 60 days after the due date. The letter should include the RFP number, name of the firm, local address, telephone number, e-mail address, and name of a primary contact person.
- 4.1.2 **Proposal Forms and Cost Proposal Forms** (Section II): RFP pages 16-18
- 4.1.3 **Project Understanding and Scope of Work** (Section III): Describe the firm's understanding of the proposed services as described in the RFP. Each proposer should include a summary of their proposed management plan. The management plan should describe the number of crews and seasonal personnel, if any, proposed to accomplish the described scope of work.
- 4.1.4 **Personnel** (Section IV): Provide information on supervisory personnel to be assigned to this contract including the Parks Maintenance Supervisor. The proposal should identify any applicable certifications held by proposer personnel.
- 4.1.5 **Similar Experience** (Section V): List and describe your firm's experience in the past five years that best match the scope of these services. In addition, references, including name, address, telephone number, and e-mail address of a contact person for each job identified and described above should be included.
- 4.1.6 **Additional Information** (Section VI): Each proposer may, but is not required to, include additional information or other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualifications and experience.

PART FIVE - EVALUATION OF PROPOSALS

The City, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, invite to interview (at proposer's expense at the City's site) one or more of the proposers whose proposals appear to best meet the City's requirements. The purpose of such an interview would be for all proposers to elaborate upon their Proposal before a recommendation for ranking of the Proposals is made. Interview responses along with the written proposal and samples (if any), will become part of proposer's submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

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

- 5.1 Proposed Management Plan and Approach of Work – 30%
The Proposal shall outline the plan that the firm will use to provide the most effective delivery of the requested services put forth by the City.
- 5.2 Firm Qualifications - 20%
The Proposal must give a detailed report of related experiences that demonstrate the ability of the proposer to perform requested services as outlined in this RFP. The Proposal shall include sufficient information to indicate the abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
- 5.3 Cost Proposal Fee – 50%

* * * * * END OF SPECIFICATIONS * * * * *

PROPOSAL FORM
RFP 11-11 PARKS AND RIGHT OF WAY MAINTENANCE

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer 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 Proposer, 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 Proposer 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 Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 11-11 Parks and Right of Way Maintenance, 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 Proposer 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 Proposer 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 Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer 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 Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

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

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

Company Name: _____

Work is to commence on or about January 1, 2012. This contract shall be for one year with a one year City option for extension. The initial term of this Agreement shall be through December 31, 2012. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial 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 actually 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 below.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody? Yes ___ No ___

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

COST PROPOSAL**RFP 11-11 PARKS AND RIGHT OF WAY MAINTENANCE**

The following fees are submitted to provide services as set forth in this RFP.

SERVICE	Unit of Measure	Year 1	Year 2
Parks Maintenance	Lump Sum		
Right of Way Maintenance Tasks 1, 2 and 4 - Right of Way Mowing and Work Orders	Lump Sum		
Right of Way Maintenance Task 3 Emergency Response - Weekday Business Hours	Hourly Rate		
Right of Way Maintenance Task 3 Emergency Response - Afterhours	Hourly Rate		

Company Name: _____

**CITY OF DUNWOODY
DEPARTMENT OF FINANCE AND ADMINISTRATION – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS**

These Instructions will apply unless a particular item is specifically addressed in the solicitation document.

1. INTENT

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

2. GENERAL

- 2.1 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 Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to purchasing@dunwoodyga.gov prior to the deadline for questions regarding proposals indicated in the RFP. Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. 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 solicitation 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. Proposers 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.
- 2.2 A Proposer's Proposal prices shall remain firm for 180 days from the submission deadline. Any anticipated increases in Proposer'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 Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.
- 2.3 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.
- 2.4 There shall be no reimbursables or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Proposer's overhead costs related to travel shall be included in such Proposer's prices in its Proposal.

3. ENVIRONMENTAL SUSTAINABILITY

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further 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.

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS

All prospective Proposers 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 Proposers, the Request for Proposal, the Proposal Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer 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. *Examples of the City's Standard Contracts and General Conditions are available on the City website.*

5. ADDENDUM(S)-CHANGES WHILE PROPOSING

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer 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 the City, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678) 533-0712 by the date and time listed in the proposal documents (if applicable). Any response by City to a request by a Proposer 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 the City web site at <http://www.dunwoodyga.gov>. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit the City website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

6. PREPARATION OF PROPOSALS

- 6.1 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 Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- 6.2 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. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her.
- 6.3 If the Proposer is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Proposer to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.
- 6.4 If the Proposer is a corporation or other state-chartered business entity, the City reserves the right to require the Proposer 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 Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer, the Proposer 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 Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to City.

7. PROPOSAL GUARANTY

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS

- 8.1 All Proposals shall be submitted in sealed envelopes bearing on the outside the name of the Proposer, address, and the RFP #. Each Proposal shall consist of (i) 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.
- 8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the solicitation document for the opening of the Proposals will not be considered, but will be returned unopened.
- 8.3 Each Proposer's response shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or 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.
- 8.4 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.

9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS

To ensure the proper and fair evaluation of Proposals, the City highly discourages any oral communication initiated by a Proposer or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the issuance of the solicitation document, the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any

communication initiated by Proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678)533-0712. Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

10. WITHDRAWAL OF PROPOSALS

No Proposal may be withdrawn after it is submitted unless the Proposer 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 and eighty (180) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred and 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 Proposer 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 Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.

11. DISQUALIFICATION OF PROPOSERS

11.1 Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its Proposal:

11.1.1 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 Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

11.1.2 Evidence of collusion between or among Proposers;

11.1.3 Evidence, in the opinion of the City, of Proposer(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);

11.1.4 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;

11.1.5 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 Proposer's ability to properly perform the work; or

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

11.2 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 Proposer that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

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 Proposer's prices, or contains other irregularities of any kind.

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 Proposer 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.

14. RESPONSIBILITY OF PROPOSERS

14.1 City reserves the right, to aid it in determining a Proposer's responsibility, to require a Proposer to submit such evidence of Proposer'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 Proposer, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.

14.2 All Proposers shall furnish the City with the company name, address, contact person, and telephone number of at least three (3) entities (preferably a firm other than the City) for which they have supplied similar services as requested in this Proposal during the past three (3) years, unless otherwise noted in the Proposal Document. The information should be submitted with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Proposer to notify the reference, verify contract information, and obtain permission from the reference before completing the form.

14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence, through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently employed or otherwise engaged in providing similar services and, taking into account the activities of a related predecessor, affiliate, or principal of Proposer, has been actively engaged in such activity for at least three (3) years immediately preceding the date of the Proposer's response to this request.

15. AFFIDAVIT AND AGREEMENT FOR PHYSICAL PERFORMANCE OF SERVICES AS DEFINED BY O.C.G.A. 13-10-90

15.1 When applicable, awarded vendor will be required to submit a City supplied Affidavit and Agreement (sample on City website) in accordance with O.C.G.A. 13-10-90 as part of the contract execution process.

16. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

16.1 Awarded vendor will be required to submit an Affidavit Verifying Status for City Public Benefit Application (sample on City website) in accordance with O.C.G.A. 50-36-1 as part of the contract execution process.

17. EXECUTION OF CONTRACT

17.1 The Proposer 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 Proposer's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to the City, before the Contract will be executed by the City.

17.2 A Proposer'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 Proposer 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 Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).

17.3 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 Proposer 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.

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.

19. SUBCONTRACTS

19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.

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

19.3 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.

20. FAMILIARITY WITH LAWS

All Proposers 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, if applicable, will be attested.

21. SECURITY

The successful Proposer 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.

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.

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.

24. INSURANCE

The Proposer 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 14.7 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.

25. PROPOSAL ERRORS

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

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

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

27. PERFORMANCE STANDARD

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Specifications. The successful Proposer'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.

28. NO PROPOSALS

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

29. PUBLIC RECORDS/PUBLIC MEETINGS

Bidders hereby acknowledge that 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 shall 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 any portion of its response to be proprietary information. Proposals and all related correspondence are governed by the Georgia Open Records Act and will 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 and clearly marked as proprietary by the bidder. 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 make a determination. The decision to withhold or release the information will be at the City's sole discretion.

APPENDIX A

NO RESPONSE

TO

REQUEST FOR PROPOSALS

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

Purchasing Department
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Our company's reason for not submitting a Proposal is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

APPENDIX B

PARKS MAINTENANCE SCHEDULES

PARK MAINTENANCE SCHEDULES

Each Square Represents One Week

TASK DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	LEVEL ONE		Park				COMMENTS						
	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Times per day</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Times per Week</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Times per Month</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Times per Year</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">As Needed</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Brook Run</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Dunwoody</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Dunwoody Nature Center</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Windwood Park</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Vernon Hollow</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Donaldson Park</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Perimeter Bannister Farm</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">North Dekalb Cultural Arts Center</div> </div>																								
General Maintenance:																									
Park site inspection	X	X	X	X	X	X	X	X	X	X	X	X	X	1		X	X	X	X	X	X	X	X		
Inspect park lighting															1		X	X	X						X
Litter removal (hand)	X	X	X	X	X	X	X	X	X	X	X	X	X	1		X	X	X	X	X	X	X	X	Walk Site & Hand remove	
Empty trash receptacles	X	X	X	X	X	X	X	X	X	X	X	X	X	1		X	X	X	X					X Empty at 50% full	
Graffiti removal/vandalism repair																X	X	X	X	X	X	X	X	Removed within 48 hrs.	
Hardscape maintenance														1		X	X	X	X	X	X	X	X	X	
Walkway sweeping/cleaning															1		X	X	X	X	X	X			X
Paved Trails Inspection														1		X									
Pavilion Inspection														1		X	X	X	X						
Athletic court maintenance														2		X				X				Surface blown 2 times/week	
Picnic table & bench maintenance															1		X	X	X	X	X				
Restroom cleaning														2		X		X				X		Morning & Afternoon	
Restroom walls/floors wash/ scrub															1		X		X						
Drinking fountain maintenance														2		X		X							
Structure maintenance														1		X	X	X	X	X		X		X Annual evaluation/repair & as damaged	
Clean Signs															1		X	X	X	X	X	X	X	X	
Bollards/Fencing															1		X	X		X	X		X		X
Playground Maintenance:																									
Rake fall zone material	X	X	X	X	X	X	X	X	X	X	X	X	X	1			X		X						
Add fall zone material															1			X		X					When level drops below 6" @ edge
Safety inspections															1		X	X		X					
Repairs																X	X	X		X				Hazards removed upon inspection	
Sanitize/Powerwash equipment															2		X	X		X					
Till fall zone material															6		X		X		X				Daily cleaning of walk areas
Athletic Field Maintenance:																									
Bleacher repairs	X	X	X	X	X	X	X	X	X	X	X	X	X			X			X						
Clean/Sweep pressboxes/dugouts	X	X	X	X	X	X	X	X	X	X	X	X	X	1						X					
Fence Repair/Maintenance	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X		X				X		

PARK MAINTENANCE SCHEDULES

Each Square Represents One Week

Refer to Level One frequency when Level Two data is blank

TASK DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	LEVEL ONE				Parks				COMMENTS			
													Times per day	Times per Week	Times per Month	Times per Year	As Needed	Brook Run	Dunwoody Nature Center	Dunwoody Park		Windwood Park	Vernon Oaks Hollow	Donaldson Park

Playground Maintenance:

Rake fall zone material	[Yellow squares]												1				X	X						
Add fall zone material														1			X	X				When level drops below 6" @ edge		
Site inspection	[Yellow squares]												1			X	X	X						
Repairs	[Yellow squares]														X	X	X	X						Hazards removed upon inspection
Sanitize/Powerwash equipment														2		X	X	X						
Till fall zone material														6	X		X	X					When fall zone is frost free	

Horticulture Maintenance:

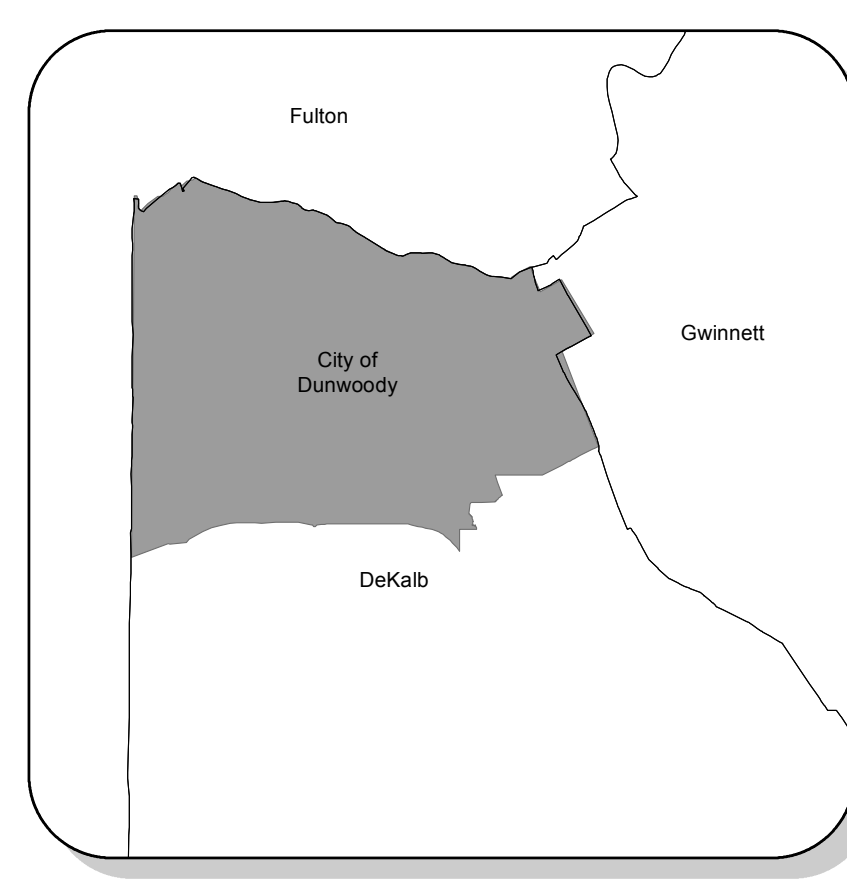
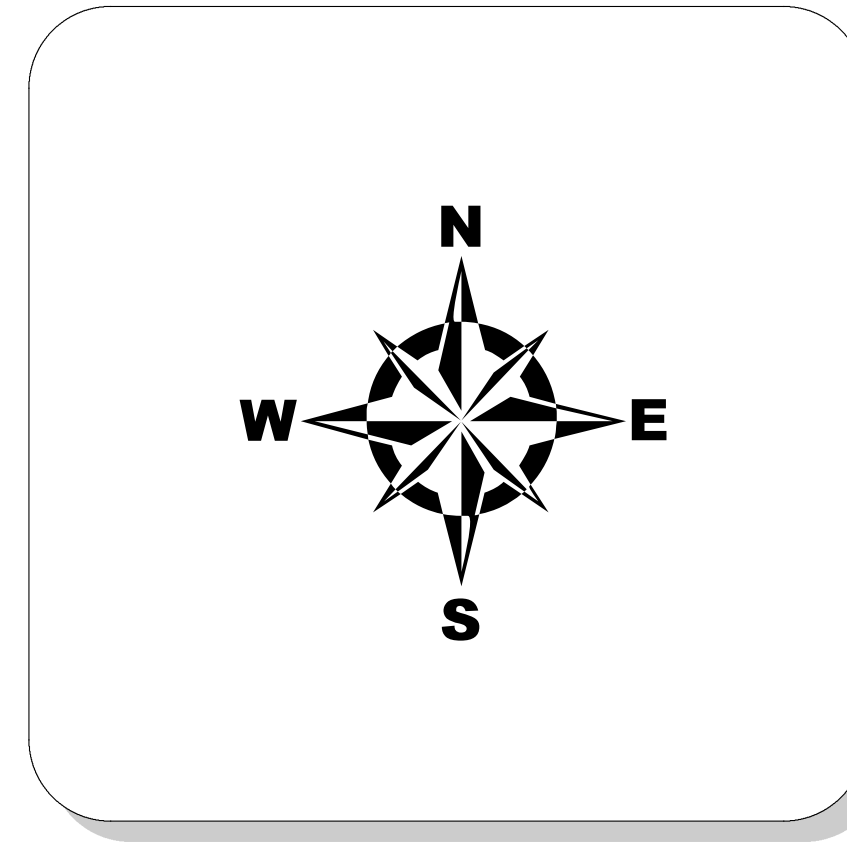
Preparation of Annual Bed Soil														1	X								
Annual Beds/Planting														1	X								
Annual Flower Maintenance													1		X								
Add Organics to Beds														1	X								
Remove Annual Flowers														1	X								
Spade Annual Flower Beds														1	X								
Annual Bed Weeding													2		X	X							
Perennial bed maintenance													2		X	X							
Pre-emergent Herbicide Application														1-2	X	X							
Post-emergent Herbicide Application													1		X	X	X						
Shrub Pruning														1	X	X	X						
Shrub Bed Mulching														1	X	X	X						Provide consistent level of mulch
Natural Trail Mulch														1	X	X	X	X	X	X	X	X	
Ivy Control														1		X	X	X	X	X	X	X	When New Growth begins
Winter Watering																X							

APPENDIX C

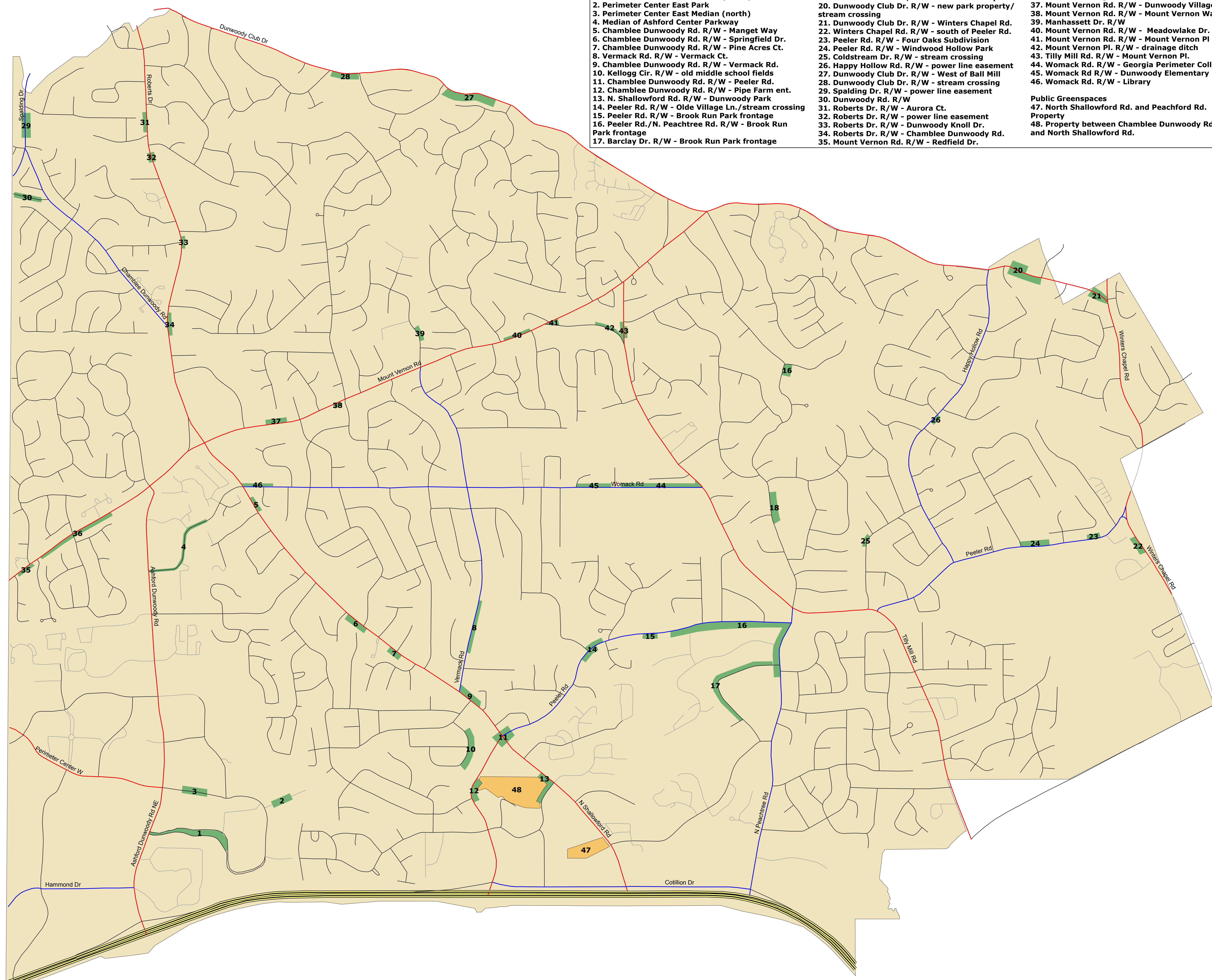
RIGHT OF WAY MOWING/MAINTENANCE PLAN

Legend

- Dunwoody City Limits
- Maintenance**
- Mowing
- Green Space
- Roads**
- Local Road
- Arterial
- Collector
- Interstate
- Private Road



- Mowing Areas:**
- | | | |
|--|--|--|
| <ol style="list-style-type: none"> 1. Perimeter Center East Median (south) 2. Perimeter Center East Park 3. Perimeter Center East Median (north) 4. Median of Ashford Center Parkway 5. Chamblee Dunwoody Rd. R/W - Manget Way 6. Chamblee Dunwoody Rd. R/W - Springfield Dr. 7. Chamblee Dunwoody Rd. R/W - Pine Acres Ct. 8. Varmack Rd. R/W - Varmack Ct. 9. Chamblee Dunwoody Rd. R/W - Varmack Rd. 10. Kellogg Cir. R/W - old middle school fields 11. Chamblee Dunwoody Rd. R/W - Peeler Rd. 12. Chamblee Dunwoody Rd. R/W - Pipe Farm ent. 13. N. Shallowford Rd. R/W - Dunwoody Park 14. Peeler Rd. R/W - Olde Village Ln./stream crossing 15. Peeler Rd. R/W - Brook Run Park frontage 16. Peeler Rd./N. Peachtree Rd. R/W - Brook Run Park frontage 17. Barclay Dr. R/W - Brook Run Park frontage | <ol style="list-style-type: none"> 18. N. Peachtree Rd. R/W - stream crossing 19. N. Peachtree Rd. R/W - N. Peachtree Way 20. Dunwoody Club Dr. R/W - new park property/stream crossing 21. Dunwoody Club Dr. R/W - Winters Chapel Rd. 22. Winters Chapel Rd. R/W - south of Peeler Rd. 23. Peeler Rd. R/W - Four Oaks Subdivision 24. Peeler Rd. R/W - Windwood Hollow Park 25. Coldstream Dr. R/W - stream crossing 26. Happy Hollow Rd. R/W - power line easement 27. Dunwoody Club Dr. R/W - West of Ball Mill 28. Dunwoody Club Dr. R/W - stream crossing 29. Spalding Dr. R/W - power line easement 30. Dunwoody Rd. R/W 31. Roberts Dr. R/W - Aurora Ct. 32. Roberts Dr. R/W - power line easement 33. Roberts Dr. R/W - Dunwoody Knoll Dr. 34. Roberts Dr. R/W - Chamblee Dunwoody Rd. 35. Mount Vernon Rd. R/W - Redfield Dr. | <ol style="list-style-type: none"> 36. Mount Vernon Rd. R/W - Dunwoody Station Subdivision frontage 37. Mount Vernon Rd. R/W - Dunwoody Village 38. Mount Vernon Rd. R/W - Mount Vernon Way 39. Manhasset Dr. R/W 40. Mount Vernon Rd. R/W - Meadowlark Dr. 41. Mount Vernon Rd. R/W - Mount Vernon Pl 42. Mount Vernon Pl. R/W - drainage ditch 43. Tilly Mill Rd. R/W - Mount Vernon Pl. 44. Womack Rd. R/W - Georgia Perimeter College 45. Womack Rd. R/W - Dunwoody Elementary 46. Womack Rd. R/W - Library <p>Public Greenspaces</p> <ol style="list-style-type: none"> 47. North Shallowford Rd. and Peachford Rd. Property 48. Property between Chamblee Dunwoody Rd. and North Shallowford Rd. |
|--|--|--|



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Map Reference System Notes:
1. Horizontal coordinates are referenced to the Georgia State Plane State Plane Coordinate System relative to the North American Datum of 1983 (NAD83).
2. Vertical coordinates are referenced to the North American Vertical Datum of 1988 (NAVD88).

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1. The parcel data contained in this map, including the names of the areas, is based on spatial and deed information as of December 29, 2010.

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