

## Approval of Municipal Contract for Information Technology



4800 Ashford Dunwoody Road  
 Dunwoody, Georgia 30338  
 dunwoodyga.gov | 678.382.6700

To: Mayor and Council  
 City of Dunwoody

From: Eric Linton  
 City Manager

Date: June 13, 2020

Subject: Rebidding of Municipal Contracts

Before you today are four recommended contracts covering six service areas for municipal services for the City of Dunwoody. All are to start January 1, 2021. Staff is seeking your approval of all contracts. They are the culmination of six months of staff effort in selecting the best vendors to continue the city's public-private partnership model. Highlights include:

- The total five-year cost estimate of the areas before you today are \$28,994,596. In comparison, the same service areas for the previous five years are expect to cost \$26,049,262 or 11.3% increase. The 2021 costs are estimated to be \$5,764,573 as opposed to the \$5,765,793 million in 2020 a decrease of \$1,220 or negative 0.02%. The full analysis of this comparison is in a table within this memo as well as detailed within the accompanying narrative.
- The contracts continue the public-private partnership for the following areas: Public Works, Parks & Recreation, Planning & Zoning, Permitting & Inspections, Finance & Administration, and Information Technology. Of those areas, three services will be run by the same vendor and three services by new vendors.
- The City chose not to bid out Communications as it was determined to be more cost effective and operationally efficient to bring those actions in house. The City added Facilities Management as an area; however, the City received no bids by the deadline. That area will be rebid later this summer.
- Major service level changes within the proposals are as follows:
  - *Public Works: The overall staffing level for Public Works is proposed to be reduced by 0.4 FTEs compared to current staffing. One of the stormwater engineer positions will be reduced from full time to 10% support for a total of 2.6*

Lynn Deutsch Mayor  
 Eric Linton, ICMA-CM City Manager  
 Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1  
 Jim Riticher City Council Post 2  
 Tom Lambert City Council Post 3

Stacey Harris City Council Post 4  
 Joe Seconder City Council Post 5  
 John Heneghan City Council Post 6

Packet page:...

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*FTEs paid for by the stormwater utility while a half time engineering technician will be added under public works administration for a total of 3 FTEs in the general fund. This change for 2021 will be a \$103,000 (24%) cost decrease in the stormwater utility, and an \$85,000 (24%) increase in cost to the general fund compared to 2020. Another change that the city requested from the previous contract is for the construction management to be included in the lump sum cost for public works rather than billed as a percentage of construction cost. Prior to SPLOST, the level of construction funding could vary significantly from year to year, and having the construction management fee based on the construction funding allowed for staffing up or down based on the amount of construction in a given year. Construction management cost will still be charged against capital project budgets and thus will not increase general fund costs. The lump sum construction management fee for 2021 is approximately 7% less than the average fee for the first 2 years of SPLOST. The five year total amount across all funds for public works increases by approximately 5.7% over the current contract.*

- *Parks & Recreation: There is no change of vendor or change of current scope. The current vendor received a contract amendment for 2020 that added two additional staff, one in recreational programs and one in maintenance operations. The contract had only one FTE in 2016. The contract going forward will remain at the same level of service at which it is currently being provided with incremental cost increases year over year. While the five year cost increases by 110% due to the additional staff approved throughout the existing contract, the increase from 2020 to 2021 is only \$337,036 to \$361,178 or 7.2%.*
- *Planning & Zoning/Permitting & Inspections: Both Planning & Zoning along with Permitting & Inspections are currently run by the same firm. While the operating firm changes in this recommendation, those two areas are still united by the same vendor in this new proposal. Personnel numbers are similar with this area having numerous fractional FTEs making summary analysis rather difficult. That information is fully elaborated on in each proposal. Under the current contract, there is a lump sum for both areas and 50% of revenues are shared. Under the new contract, the lump sum is only for Planning & Zoning and 65% of revenues are shared. For comparative purposes, the 2020 year was dropped in terms of revenue sharing and the 2019 amount was used for the four years on the new contract. Given those proxies, there is a 5.0% decrease over five years (\$10.2 million to \$9.7 million) and a 1.2% increase from 2020 to 2021 (\$2.20 million to \$2.22 million).*

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- Finance & Administration:** *Mayor and Council had already approved an Assistant Finance Director position in May 2020, indicating that the new contract would not have the Accounting Manager position. Proposals were submitted before that action was taken. The final recommendation does not include that in its scope. In this year's process, the contract also adds a risk manager position. The cost comparison from 2020 to 2021 will be an increase of only \$5,058 or 0.4% with that position swap. The five-year total amount increases from \$5.5 million to \$6.0 million or 9.3%.*
- Information Technology:** *This recommendation expands staffing to include a 1.0 FTE Network Engineer II, a 0.4 FTE Security Engineer, and a 1.0 IT Support Specialist (the last position starting in 2023). After the recent successfully defended cyber-attack and with the nature of working remotely to be more commonplace, the added staffing levels are warranted. Also, due to the expanding workload of Geographic Information Systems (GIS), this recommendation adds an entry level 1.0 GIS Technician. The year over year increase from 2020 to 2021 is \$962,887 to \$951,085 or a decrease of 1.2%. The five-year total amount increases from \$3.9 million to \$5.5 million or 42.0%. As a note, without the additional positions, the increase for five years would have been 7.3%.*

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**Summary Analysis of Cost (Previous Contracts v Proposed Contracts)**

<b><u>5 Year Cost</u></b>	<b><u>2016-2020</u></b>	<b><u>2021-2025</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>Chng Five Year</u></b>	<b><u>Chng One Year</u></b>
Public Works (1)	5,515,895	5,828,632	1,142,410	1,097,580	5.7%	-3.9%
Parks (2)	912,932	1,917,545	337,036	361,178	110.0%	7.2%
Planning / Permitting (3)	10,232,196	9,716,621	2,195,762	2,221,964	-5.0%	1.2%
Finance (4)	5,501,973	6,014,007	1,127,708	1,132,766	9.3%	0.4%
IT (5)	3,886,266	5,517,791	962,877	951,085	42.0%	-1.2%
	26,049,262	28,994,596	5,765,793	5,764,573	11.3%	-0.02%

This table is a comparison of old versus new contracts. Please be aware in some cases, scope and staffing change occurs. Important information is footnoted below and also detailed elsewhere in this memo.

- (1) Project management is now folded into the Public Works figure and not a percent of projects. The five year estimate under the old method is included for comparison.
- (2) The dramatic five-year increase in Parks is primarily because the older contract contained only one FTE for one year, two FTE for three years, and four FTE for one year.
- (3) The amounts shown combine Planning and Permitting cost. For 2016-2020, actual base cost plus actual fees earned shown through 2019. To keep comparisons equal, 2021-2025 also shows only four years of earned fees. For the 2020 / 2021 comparison, 2019 actual data used for earned fees against new rates.
- (4) Finance's scope has limited change and is detailed elsewhere in this memo.
- (5) For IT, 2020 has an additional \$125,000 of contract availability for cyber strike related costs. The 2021-2025 contract has additional staff detailed elsewhere in this memo.

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**Recommendation**

Staff recommend the following vendors for the specific areas. Scores and five year costs below.

Public Works and Parks (two areas): **Lowe**

Finance: **Jacobs**

Planning and Permitting (two areas): **Collaborative**

Information Technology: **InterDev**

<b>Public Works</b>			<b>Information Technology</b>		
<b>Vendor</b>	<b>Score</b>	<b>Cost</b>	<b>Vendor</b>	<b>Score</b>	<b>Cost</b>
<b>Lowe</b>	<b>143.25</b>	<b>\$ 5,828,632</b>	<b>Interdev</b>	<b>139.17</b>	<b>\$ 5,517,791</b>
Jacobs	133.44	\$ 6,647,489	VC3	119.75	\$ 4,631,200
<b>Finance</b>			<b>Permitting</b>		
<b>Vendor</b>	<b>Score</b>	<b>Cost</b>	<b>Vendor</b>	<b>Score</b>	<b>Cost (*)</b>
<b>Jacobs</b>	<b>138.98</b>	<b>\$ 6,014,007</b>	<b>Collaborative</b>	<b>126.23</b>	<b>\$ 1,562,290</b>
CPL	124.00	\$ 5,525,427	Jacobs	124.23	\$ 1,562,290
Inframark	120.36	\$ 6,254,179	SAFEbuilt	122.00	\$ 2,042,995
JAT	110.92	\$ 7,894,889	CPL	113.43	\$ 1,406,061
			Charles Abbott	99.25	\$ 1,271,938
<b>Planning</b>			(*) Figure shows one year revenue sharing.		
<b>Vendor</b>	<b>Score</b>	<b>Cost</b>	<b>Parks</b>		
<b>Collaborative</b>	<b>136.50</b>	<b>\$ 3,467,461</b>	<b>Vendor</b>	<b>Score</b>	<b>Cost</b>
Jacobs	129.10	\$ 3,631,094	<b>Lowe</b>	<b>147.50</b>	<b>\$ 1,917,545</b>
CPL	124.34	\$ 3,680,124			

**MULTI-YEAR CONTRACT  
SERVICE PROVIDER CONTRACT  
RFP 20-04 MUNICIPAL SERVICE PROVIDER**

This **CONTRACT** made and entered into this **15<sup>th</sup> DAY OF JUNE 2020** by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the "City"), and, **INTERDEV, LLC** (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

The services to be performed under this Contract shall commence on January 1, 2021. The initial term of this Contract shall be through December 31, 2021. This Contract 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 Contract. This Contract may be automatically renewed on an annual basis for three additional twelve-month terms along with a fourth additional twelve-month term subject to Council approval, for a total lifetime Contract term of five years, upon the same terms and conditions, as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2026.

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, clarifications and modifications, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid, the City's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid (Exhibit A). The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider shall indemnify 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 in accordance with the terms contained in General Conditions Section 7.14 of the RFP.

**6. TERMINATION FOR CAUSE:**

The City may terminate this agreement for cause as outlined in General Conditions Section Section 7.18 of the RFP. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7 TERMINATION FOR CONVENIENCE:**

The City may terminate this agreement for convenience as outlined in General Conditions Section Section 7.18 of the RFP.

**8. 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 Service Provider 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.

**9. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**10. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation except in accordance with General Conditions Section 7.20 of the RFP.

**11. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**12. SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**13. GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

**14. MERGER CLAUSE:**

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

**15. TRAVEL COST REIMBURSEMENT**

If travel cost reimbursement is to be a part of this contract then the vendor must comply with the City's Travel Policy.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

(Signatures Next Page)

CITY OF DUNWOODY, GEORGIA

By: \_\_\_\_\_

Lynn Deutsch, Mayor  
City of Dunwoody, Georgia

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
City Clerk/ City of Dunwoody

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
City of Dunwoody Staff Attorney

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

Solicitation No. RFP 20-04

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

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

E-Verify \* User Identification Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

BY: Authorized Officer or Agent Date: \_\_\_\_\_  
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor: \_\_\_\_\_

Printed Name of Authorized Officer or Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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



# **COST PROPOSAL**



Appendix D –Cost Table

Submitted by (FIRM) InterDev, LLC

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area. The City will evaluate the qualifications of the Contractors to provide the requested services 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, as long as the responding firm possesses the required experience in all selected service areas and has the capacity to properly staff and manage the delivery of high quality services for the City.

Pricing may be, but is not required to be, included for each potential combination of service areas in addition to the individual service areas. For example, Bidder submitting a proposal for Parks and Recreation as well as Public Works may include a schedule for Parks and Recreation, a schedule for Public Works, and a schedule if awarded for both service areas. With seven service areas, this creates a potential for an excessive number of alternative pricing options. Accordingly, the City asks each Bidder to consider limiting the number of alternative schedules to the three most likely or most desirable combination of services in addition to the schedule(s) for individual service(s). Contractors may provide additional options, but they are not expected or required.

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. The amount of the amendment will be actual costs to the Contractor plus the burden and profit ratios not-to-exceed those ratios proposed in Appendix D.

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.



**Not-to-Exceed Price by Year and Service Area FIRM ( InterDev, LLC )**

Not-to-Exceed Price by Year and Service Area						
	2021 <sup>1</sup>	2022 <sup>1</sup>	2023 <sup>1</sup>	2024 <sup>1</sup>	2025 <sup>1</sup>	2021 - 2025
Public Works						
Finance and Administrative Services						
Planning and Zoning						
Information Technology	\$951,085	\$998,639	\$1,131,821	\$1,188,412	\$1,247,833	\$5,517,791
Permitting and Inspections*						
Parks and Recreation						
Facilities Management #						

\*The City requests that all Bidders proposing for the Permitting and Inspection services shall provide the City with an alternative method of calculating the contract cost in lieu of the lump sum fee and will show the fee in the table above based on a percentage of an estimated \$1,000,000 in permitting and inspection revenues. (The City generated \$2,338,399. in 2018 and \$2,403,523in 2019.) Please provide the proposed percentage of the permitting and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Permitting and Inspections: N/A %

# The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City’s responsibility by dollar value and not list those services by FTE.



**Submitted by (FIRM)** InterDev, LLC

The City will not compensate the Contractor for any “phase-in” or “ramp-up” expenses. Although services should be provided immediately upon commencement of the contract, any such costs incurred should be included in the burden ratio and spread throughout the duration of the Contract’s term. City shall pay the contractors in twelve payments for each month in accordance with the Contract’s General Conditions (Section 7.11 (B)) to be reviewed and adjusted in accordance with the Contract’s General Conditions (Section 7.11 (G)).

**Alternative Option One – Service Areas Included**

N/A

**Alternative Option Two – Service Areas Included**

N/A

**Alternative Option Two – Service Areas Included**

N/A

Contracts may present additional options but an additional option(s) is not expected or required. If submitted, please use the format provided.

**Representative Signature** *Gary Nichols*

**Date** 4/16/2020

**Printed Name and Title** Gary Nichols, CEO

**Telephone Number** 678-672-1502

**Email Address** gnichols@interdev.com



Submitted by (FIRM) InterDev, LLC

**Cost Table**

Please use the following table to list all proposed positions as well as potential positions that may potentially be needed later during the term of the contract. Please use a separate cost table for each Service Area. For the second column labeled "FTE Equiv", please include the anticipated percentage of time the position will spend dedicated to City contracted services. If you anticipate that percentage changing during the contract term, please use a separate line for each time it changes, as exemplified below. Alongside each position, add the not-to-exceed annual rate of compensation for each position for each year of the contract. In the final two columns, add the burden ratio and profit ratio. Burden ratio should include all non-direct labor costs including taxes and benefits, back office support and project management, communication and transportation equipment, dues and training, phase-in costs, etc. As a reminder, the burden ratio should include at least 5% of the direct labor to be used as directed by the City for training and travel related to training as specified in Section 3.3.2 (except for Facilities Management).

The total shown above in Appendix D, Page III should be the sum of the proposed positions, burden ratio and profit ratio except for Permitting and Inspections and Construction Management reflected as a percentage of revenues.

# The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

Firm Name InterDev, LLC



Firm Name: **InterDev, LLC**

Position/ Action	FTE Equiv	2021 Direct Labor	2022 Direct Labor	2023 Direct Labor	2024 Direct Labor	2025 Direct Labor	Burden Ratio	Profit Ratio	Not-To- Exceed Position Price
IT Manager	1.0	\$110,000	\$115,500	\$121,275	\$127,339	\$133,706	65%	20%	\$1,124,466
Systems Engineer II	1.0	80,000	84,000	88,200	92,610	97,241	65%	20%	817,793
System Admin II	1.0	75,000	73,500	77,175	81,034	85,085	65%	20%	715,569
IT Support Specialist	1.0	-	-	45,000	47,250	49,613	65%	20%	262,446
Network Engineer II	1.0	80,000	84,000	88,200	92,610	97,241	65%	20%	817,793
Security Engineer	0.4	39,100	41,055	43,108	45,263	47,526	65%	20%	399,697
GIS Manager	0.2	20,000	21,000	22,050	23,153	24,310	65%	20%	204,448
GIS Analyst	1.0	65,000	68,250	71,663	75,246	79,008	65%	20%	664,457
GIS Tech	1.0	50,000	52,500	55,125	57,881	60,775	65%	20%	511,121

## INTERDEV PROJECT STANDARDS

InterDev will consider any non-base services task(s) that exceed 20 hours of total work as a project that will be billed per the rate card within the proposal. All projects will be completed on a best effort basis as submitted by the client with an agreed-upon schedule. Break Fix items do not constitute a project as long as the item is covered under the contracted base services.

InterDev will provide the following items below when engaging with the clients on any projects:

- Statement of work – Will contain a detailed list of what work will be completed with an overall estimate of hours of work and any overall cost estimates known or required in order to start the project process.
- Project Plan – This is a list of major milestones with estimated dates or span of time that constitute the whole of the project.
- Stakeholder Document – Will contain the list of approvers for each portion of the project. This could be financial approvers and/or timing or outage approvers.
- Project supporting documents – On an as-needed basis, the project must be documented in order to provide the ability of the staff to support it going forward. Diagrams, Serial numbers, circuit IDs, and others will be placed here in order to formalize the project completion.
- Project closing – This will be a Word document memorializing the approved completion of the project.

Projects requiring InterDev billing tracking: These must be approved by the Director and client, along with being tracked to document hours worked. This process is documented in a separate document stored by InterDev and maintained by InterDev, but can be given to the client upon request.

PROJECT RESOURCES	RATES
CIO	\$ 225.00
Systems Engineer III/Network Engineer III	\$ 175.00
Systems Engineer II/Network Engineer II	\$ 100.00
Systems Engineer I	\$ 86.00
Systems Administrator	\$ 77.00
Helpdesk Support Specialist II	\$ 65.00
Helpdesk Support Specialist I	\$ 55.00
Security Engineer	\$ 250.00
Project Management	\$ 120.00
GIS Analyst II	\$ 120.00
GIS Analyst I	\$ 100.00



**CITY OF DUNWOODY | RFP 20-04**

# MUNICIPAL GOVERNMENT SERVICES PROCUREMENT TECHNICAL PROPOSAL





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# Approval of Municipal Contract for Information Technology LETTER OF TRANSMITTAL

Dear Selection Committee:

InterDev is honored to have the opportunity to continue to serve the City of Dunwoody. The relationship we've developed with the City of Dunwoody over the last five (5) years is special. So much so, we view our relationship through the lens of a partnership.

As your partner it is our priority to address each item in the scope of work, while also delivering a roadmap that will impact the City of Dunwoody's goals and objectives.

InterDev's response addresses the requirements for the following scope of work: **Information Technology (1.5)**

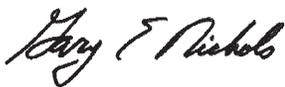
SUBMITTING ORGANIZATION	ORGANIZATION CONTACT	SERVICE AREA
InterDev	Gary Nichols Founder and CEO 770.643.4400 main 678.672.1502 direct gnichols@interdev.com	(1.5) Information Technology Information Technology Infrastructure (1.5.2) Security Component for Information Technology (1.5.3) Geographical Information Systems (GIS) (1.5.4)

In addressing the necessary requirements, InterDev is prepared to deliver services to the City of Dunwoody in a manner that advances the following priorities:

Security	24x7 Responsiveness	Cost Savings
InterDev strives to build, and maintain, a security environment that promotes cybersecurity, and that reduces the likelihood of external threats that could impair the City of Dunwoody's ability to operate.	When there is a security threat, InterDev will be poised to deliver the very best we have to offer to mitigate and minimize harm, while also aggressively working to remove the threat. Our responsiveness also extends to employee-related matters. When there is a need for tutorials, or workplace IT maintenance matters, InterDev will respond with proficiency.	At every turn, InterDev will strive to recommend equipment replacement, software and hardware, and processes that ensure maximum performance for the IT environment we build, and best-of-breed resources at a price that promotes cost savings.

It would be an honor to continue to serve your needs. We thank you for providing us with another opportunity to continue to have an impact. InterDev acknowledges that this proposal cannot be withdrawn for a period of 180 days after the time and date of proposal opening.

Sincerely,



Gary Nichols, CEO

# RESPONSE TO SCOPE OF WORK

## General Requirements

### 1.5 INFORMATION TECHNOLOGY

The Information Technology Department is responsible for maintaining, supporting, engineering, and updating the City's IT infrastructure (and all communication systems). InterDev specializes in providing municipal governments with comprehensive support for achieving this end.

Below is our approach for addressing each requirement for the City of Dunwoody:

1.5.1.1	<i>Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.</i>
<p>InterDev's approach to engineering, design, and maintenance oversight provides the City of Dunwoody with a team of professionals of the highest credentials and repute. Our team of IT professionals will consist of a(n):</p> <ul style="list-style-type: none"> <li>• IT Manager</li> <li>• Tier 2 Systems Engineer</li> <li>• Tier 2 Systems Administrator</li> <li>• Network Administrator II</li> <li>• Security Engineer</li> </ul> <p>This team of leaders will work collaboratively with the City Management (or their designee), and will strive for excellence under the supervision of InterDev's Chief of Government Information Services, Regional Manager, and Account Manager. Our commitment to excellence is combined with an approach and maintenance model that combines cross-trained technical staff with help desk software and core-level monitoring tools.</p>	
1.5.1.2	<i>Provide services under the direction of the City Manager or designee.</i>
<p>The InterDev team will work closely with the City Manager and appointed staff to determine priorities and direction for the City's technology environment.</p>	
1.5.1.3	<i>Provide an Information Technology Manager, approved by the City, with full responsibility to manage all Information Technology Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.</i>

InterDev's team of professionals will include an Information Technology Manager. InterDev's IT Manager will be approved by the City and will be endowed with responsibilities that align with the City of Dunwoody's priorities.

At InterDev, we believe in the power of leadership, independence, and autonomy. Because we hire and retain the best talent, we empower our leaders by equipping them with trust. When we invest in and trust the judgment of our team of leaders, the net result is superior service delivery and a high level of accountability.

1.5.1.4

*Provide mid-to-upper level specialist support primarily (but not solely) responsible for the design and implementation of Public Safety systems and provide technical assistance to IT team members with the proper integration and support of Public Safety systems.*

InterDev has extensive experience in providing Public Safety systems support to municipalities. Our team of professionals has experience using OSSI OneSolution CAD/RMS/MCT, New World RMS/CAD, and Spillman RMS/CAD. InterDev's approach will ensure that the Public Safety support position serve as the primary contact for all Police Department and Court Services requests and will be responsible for other duties per the IT Manager instructions.

**Special note:** *As InterDev is currently providing a Public Safety Systems Engineer for the City of Dunwoody, that position is in our proposed staff plan.*

1.5.1.5

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

InterDev staff at the City of Dunwoody will maintain a 24x7 help desk schedule. Incident and Service requests will be able to be submitted at any time via email, phone, or the help desk user website. A central after-hours help desk number will be published for Dunwoody staff to use for emergencies that occur outside of normal work hours or on holidays. InterDev will also implement an escalating after-hours support structure. This structure will automatically escalate calls that are not responded to within the defined SLA to the next Technical resource designated as the "fall back" on-call contact.

1.5.1.6

*Provide supervision of subcontractors providing Information Technology services to ensure that subcontractors perform all contractual requirements effectively and efficiently.*

It is not InterDev's policy to employ subcontractors in the execution of its contract. However, because our IT management team will be responsible for carefully monitoring and managing all IT projects, we are prepared to manage subcontractors as needed to ensure quality, accuracy, and timeliness.



Should InterDev and the City of Dunwoody agree on the need for subcontractors for a special project under the direction of InterDev, we will monitor the project to ensure all contractual requirements are handled effectively and efficiently. One of the several management tools we will deploy to ensure this includes a subcontractor shadowing approach to promote information transfer so that the InterDev team can effectively provide support and intervention.

1.5.1.7	<i>Track, maintain, and report in a timely manner on key performance indicators for IT services established by the City in consultation with the Contractor.</i>
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Tracking of all required key performance indicators will be handled through the InterDev help desk system. To ensure timely submission of KPIs, all reports with the necessary data will be generated automatically and sent to the IT Manager and Chief of Government Information Services.

1.5.1.8	<i>Identify and perform other Information Technology assistance where the firm reasonably anticipates needs, which are not specifically set forth above.</i>
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InterDev's involvement with the City staff in implementing Disaster Recovery Planning, Continuity of Operations Planning, High Availability Intranet services, and in proposing an IT security plan will be done to enable the City of Dunwoody to efficiently provide the best work setting.



**1.5.2 INFORMATION TECHNOLOGY INFRASTRUCTURE**

InterDev is one of the most effective regional providers of managed IT infrastructure services. As a matter of fact, IT infrastructure is an integral part of who we are.

From the dawn of the modern IT-era computer until today, InterDev has mastered every significant business-related technology. InterDev will help devise and implement strategies for improvement that will carry Dunwoody into a safe and productive future.

**1.5.2.1** *Provide purchasing assistance, install, configure, and maintain any additional hardware and software required to satisfy all the City's operational needs.*

Installing, configuring, and maintaining any additional hardware and software is a fundamental component of our service. Our goal will be to ensure new products integrate and work effectively and perform as expected by the City, its staff, and, its citizens. InterDev commits to supporting the entire technology infrastructure for the City of Dunwoody. Merging new technology into the environment is a part of our commitment.

When making equipment and resource recommendations, the following criteria will guide our decision making:

- The resource's potential to immediately improve business processes
- The resource's interoperability with existing and/or planned systems
- The short-term cost savings
- The long-term ROI from supporting future expansion and evolution of the City's technology and service environments

**1.5.2.2** *Assist, administer, and troubleshoot the City's website. The City will pay for major upgrades and maintenance separately.*

*InterDev's priority will be keeping the website's information current and accurate and to secure the website from malicious activity.*

**1.5.2.3** *Maintain and regularly update hardware and software utilized by the City for efficient service delivery and administrative functions. Hardware includes, but does not limit to, desktop computers, laptop computers, peripherals, cellphones, mobile devices, copiers, printers, scanners, faxes, plotters, cameras, projectors, and audio recorders. Software includes, but does not limit to, systems for accounting, human resources, work order tracking, public works, capital planning, court management, police force, agenda and document management, and geospatial information system (GIS) integration.*



We utilize ConnectWise Manage for our practice management application and ConnectWise Automate for our server/desktop monitoring and support application. These best-in-class solutions have helped InterDev build an impeccable reputation among its clients for IT service and satisfaction. We will use these technologies to support efficient service delivery for the City of Dunwoody. InterDev will automate and monitor the patch management process for servers and workstations to provide timely implementation of security updates.

**Special Note:** *InterDev has already established a PC/Server Lifecycle plan for the City of Dunwoody to ensure that all desktop and laptop hardware is up to date and stays current with industry standards.*

1.5.2.4	<i>Provide the expertise for planning, installation, configuration, and maintenance of all City IT systems to ensure that systems are interoperable, and continuity is maintained during turnover of City personnel and Contractors. Contractor shall develop/update an IT Strategic Plan annually during the budget preparation process (currently mid-year).</i>
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For planning purposes, the CIO-level experience you receive as part of our model will be invaluable in setting the direction of IT for the City. We will develop, with the input and approval of the City Manager and other City-designated staffers, a comprehensive strategic IT plan to be updated on a regular basis. As both technology and needs may evolve rapidly, we recommend semi-annual reviews of the plan. InterDev’s staff resources will be leveraged as required to expand support for the City during periods of personnel or contractor turnover.

1.5.2.5	<i>Manage the inventory and licensing of all IT assets and report discrepancies to the City Finance Director.</i>
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IT systems and networking infrastructure will be proactively managed to ensure optimal performance, longevity, and cost savings. InterDev will monitor all resources and record equipment inventories, database and application configurations, and logins and other infrastructure information. InterDev will manage all Dunwoody assets in a central help desk and asset management system. Software licensing will be managed through the asset management system and will be audited annually to ensure compliance with vendor requirements. During the yearly audit, InterDev will assess whether the current licensing structure is financially beneficial to the City and make recommendations during the budgeting process to address any inefficiencies that are found.

1.5.2.6	<i>Maintain software and hardware interoperability among users and systems. The local area network is TCP/IP based and IPV6 compatible. The computer network is based on Microsoft Windows servers, including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional suite.</i>
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InterDev will closely monitor software licensing and revision control to ensure the highest levels of functionality and compatibility with all other hardware and software systems. The toolset used by InterDev also manages patches and “fixes” released from Microsoft and other software vendors. We can control the distribution and installation of these updates to manage the user environments to limit interruptions and control potential software conflicts.



1.5.2.7

*Maintain an appropriate replacement program for all computers and equipment. The City covers all hard costs for replacement of hardware and software. Provide cost budgets for any IT project, including replacement projects, when the cost is anticipated to exceed \$10,000.*

To ensure all computers meet current industry standards, InterDev has developed a PC Lifecycle Replacement Plan for the City of Dunwoody. To ensure that users have the appropriate systems for their job responsibilities, we have created a tiered user rating system to properly fit all City users with appropriate workstation configuration for their needs. Annually, InterDev also reviews the City cellular devices and performs upgrades to all phones and handheld devices when necessary.

InterDev will properly budget any and all costs related to IT projects that staff decides on during the annual strategic planning process. All projects and new major purchases will be listed in the Annual IT Work Plan that will be submitted to the City Manager and Finance Department during the City's budgeting process.

1.5.2.8

*Provide all users with email for internal and external communications, common contact lists, and scheduling.*

InterDev will manage and support the City's email systems to provide a safe and secure communications environment for the City. This includes full archival during the duration of the contract, to support all local, state, and federal laws, and regulatory requirements.

New user accounts will be set up with appropriate security and access levels, and existing accounts will be reviewed to ensure they are complying. Also, InterDev will engage in user and group data integration and aggregation to create common contact lists and facilitate scheduling of individuals and resources for meetings, events, and action items.

1.5.2.9

*Maintain disaster recovery and IT business continuity plans and ensure that compliance is periodically validated.*

The foundational underpinning for the City's technology infrastructure will be the development and implementation of comprehensive disaster recovery and IT business continuity plans. These plans will directly influence policy, security, network, and hardware infrastructure, and software setup and deployment.

To date, InterDev has completely restructured and improved the City of Dunwoody's backup and recovery infrastructure by implementing solutions that drastically reduce the amount of downtime that could occur during a disaster situation, while increasing the City's backup capabilities. InterDev will continue to improve backup and recovery systems and procedures to ensure all of the City's critical data is properly protected.

Annual reviews and training for the Disaster Recovery/Business Continuity plan will be conducted and subsequent to any significant changes that are made to the computer/network/ telecommunications, so that changes to the City's environment can be incorporated. In addition, audits and simulation of a disaster and recovery are and will continue to be conducted on a schedule to be mutually determined during initial planning.

**1.5.2.10** *Provide 24/7 troubleshooting for all Citywide IT systems.*

InterDev will provide 24/7 systems support and troubleshooting for all City systems. InterDev will provide a team of professionals to manage an on-site help desk with extended business hours to provide local support for the users between the hours 7:30 AM and 6:00 PM Monday through Friday. InterDev will commit to a 15-30-minute response time for all calls.

After-hours support calls will be managed via phone support, through our remote management toolset, or with on-site support if needed. Our remote toolset provides our support staff with a secure method of remotely controlling and troubleshooting user PCs, networks and systems infrastructure.

Incident reports and warnings are sent via email and text messages automatically to the on-duty InterDev support staff. Examples of this type of issue may include failed backup processes, network downtime, offline servers, or delayed responses for networked resources.

Much of the troubleshooting and repair can be accomplished remotely, but if an on-site presence is required, InterDev will provide that resource.

**1.5.2.11** *Develop request for proposals when directed by the City.*

InterDev will work with the City's Purchasing division to develop specialized Requests for Proposals as needed for new technology, software, and services for the City of Dunwoody.

**1.5.2.12** *Archive and retrieve all emails to comply with open records requests.*

Email archive, backup, and restore will be facilitated by InterDev to maintain a secure, searchable, and accountable email environment as directed by the Georgia Open Records Act. A searchable history will be maintained as required for legal or HR-related investigations.

**1.5.2.13** *Provide for the centralized, electronic storage of the City's documents. Provide virtual private network (VPN) connectivity for remote users.*

InterDev will continue to provide secure, centralized, and readily accessible electronic storage of all City documents. As part of the electronic storage of the City's documents, we will continue our monitoring of access rights to the City's sensitive information stored on the Dunwoody network to ensure compliance with various regulations that Dunwoody must comply with (ex: HIPAA, PII, PCI, CJIS, etc.).

InterDev will make sure that all access through the VPN is secured to comply with various government and industry standards, and maintain a two-factor authentication system for access for added security.

**1.5.2.14** *Maintain all communications systems, including VOIP, VOIP Fax, VPN, and wireless systems. Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.*

InterDev desires to continue to manage all aspects of the City of Dunwoody's network. InterDev will also continue its commitment to explore ways to improve operations to better serve the staff and citizens of the city. InterDev's team of professionals has experience with multiple VOIP systems, including the City's Cisco Unified Communications version 10.5 system.



**1.5.2.15** *Administer network accounts and resource-level security to systems, services, applications, databases, email, documents, and printers.*

All network administration will be tightly controlled and managed by the InterDev IT team. Security and access management will be controlled within the parameters set forth by the City management and industry best practices. InterDev will strive to support the City's users in the least restrictive environment possible that still provides the necessary levels of security and access control to maintain the integrity of the City's data and information systems.

New user accounts and permission changes will be fully documented. InterDev will:

- Coordinate with HR departments of the City and other vendors to ensure that all personnel activity follows established security procedures and are executed in a timely manner.
- Work diligently to make sure an employee's last day on the job is not a security risk for the City.

**1.5.2.16** *Administer network services, including, but not limited to, Active Directory, Dynamic Host Configuration Protocol (DHCP), Domain Name System (DNS), Remote Procedure Call (RPC), Internet Information Services (IIS), and Print.*

InterDev will support all network services and devices required to provide the City with the protocols and access necessary for all communications, printing, file sharing, scheduling, security, and data management purposes.

**1.5.2.17** *Provide general software user support and coordinate support with software providers when needed.*

InterDev will provide full help desk support for all users for answers to their technology questions and coordinate any additional support required from software or specialty hardware providers. This will be a standard component of the help desk support model. Issues and their escalation will be closely tracked using ConnectWise Manage to promptly resolve and monitor support processes.

**1.5.2.18** *Administer the Microsoft SQL server and provide connectivity to City applications requiring database storage and services. Coordinate the procurement, installation, configuration, and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.*

InterDev will continue the management and support of all servers within the City's network, including the Microsoft SQL server and its accompanying databases. All security and application interfaces will be managed and supported by the InterDev team. InterDev will follow state guidelines for the maintenance of all databases.

This team will also support the installation, configuration, and support of any new systems. If third-party contractors or hardware/software vendors are involved, InterDev will coordinate the installation and setup with the requesting department to ensure a timely project completion.

**1.5.2.19** *Upon request, provide schema and any database data in a standard SQL format for importation into a non-contractor database.*



InterDev will support any authorized requests for database and schema exports in approved formats. Security procedures and best practices policies will be followed to ensure that all data and drawings are protected and disseminated only to the approved parties.

1.5.2.20	<i>Identify and perform other IT infrastructure responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.</i>
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Because of the integrated nature of current communications, data and server infrastructures, InterDev is taking the approach that any and all IT-related systems fall under the proposed management structure. All requirements for systems functionality and performance excellence will be identified during a review and will be included in the scope of this contract, whether explicitly stated or not.

## 1.5.3 SECURITY COMPONENT FOR INFORMATION TECHNOLOGY

1.5.3.1	<i>Maintain the numerous security components that must be addressed, including: ensure data security and integrity with nightly backups; provide anti-virus, anti-malware, anti-spam, and patch management; provide firewall protection for the local area network; provide a virtual private network connectivity for remote users; and administer network accounts and resource-level security to systems, services, applications, databases, email, documents, and printers.</i>
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Because of the risks involved in modern computing, InterDev has developed very rich standards for the management of servers, networks, PCs, and data to buttress them with the most secure operating environment possible.

Currently, InterDev is using the following tools to protect the City of Dunwoody's data:

- FortifyData CyberRisk Management Platform
- Netwrix Auditor
- Webroot Endpoint Protection
- Webroot DNS Protection
- Veeam Backup and Recovery solution

Although a comprehensive security strategy will be implemented, perimeter security and backup are the two most critical components.

The InterDev team will actively manage all components from the Web to the PC and all points in between. VPN network access will be provided in conjunction with increased security on remote PCs, mobile devices and the data they hold. Multi-factor authentication will be implemented whenever feasible. The risks of malware and virus attacks are mitigated to the extent that they can be using advanced hardware and software solutions combined with other controls such as hardened configurations and, just as importantly, user education.



1.5.3.2	<i>Provide technical solutions such as SSL to secure all Internet communications to protect the privacy of the citizens of Dunwoody and the integrity of its software systems. Additionally, the Contractor will be responsible for ensuring security for new City software systems, including, but not limited to, finance, personnel, municipal court, and public safety.</i>
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InterDev will provide best-of-breed technical and security solutions to ensure secure communications between City systems and its users. InterDev will configure all internal and external systems to operate with the most up-to-date secure communications protocols and encryption. This will be done to significantly reduce vulnerabilities — such as those related to man-in-the-middle attacks. InterDev’s solutions will also reduce the risk of insider threats through segmentation and properly configured access control lists at the network and application layers. The InterDev security team is familiar with a range of applications that are commonly used by municipalities.

InterDev will supply the City of Dunwoody with a detailed vendor risk analysis methodology to help city leadership understand the risks associated with applications. This analysis will include recommendations and compensating controls when necessary.

InterDev will use a layered security approach to protect the City’s publicly facing website and VPN connections. For remote access to the network, strong dual-factor authentication will continue to be deployed. The IT department will also be required to use two-factor authentication in remote system administration.

**Special note:** Security requirements and policies will vary by department and need to be structured to accommodate areas with higher and lower security areas.

1.5.3.3	<i>Ensure data security and integrity with a nightly backup (with off-site storage) and the ability to restore from a central location.</i>
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Municipalities face unique challenges related to the continuity of critical services and access to related data during the event of a major disaster or emergency.

InterDev will work with the City Manager to develop and implement the optimal backup and recovery solution for the City of Dunwoody based on its current and future capacity requirements, legal, and regulatory need for data archival and retrieval, and operating need for high availability and disaster continuity/recovery.

1.5.3.4	<i>The backup site does not have to be hot. A reasonable expectation for the restoration of documents and emails is two hours and restoration of services within four hours.</i>
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Providing for an adequate backup site is essential for protecting the City’s data. Currently, InterDev has configured a “warm site” at the City of Dunwoody Annex for the City, along with replicating backups to a cloud-hosted system. All documents on the City’s storage systems at City Hall are backed up daily, with critical systems being backed up multiple times a day with a 30-day retention from the last successful backup. Target restoration time for documents and emails is within 1-2 hours and restoration for other services is 2-4 hours. InterDev has also designed the City’s Cisco VOIP system with redundant calling and voicemail servers.

1.5.3.5	<i>Provide firewall protection for the local area network.</i>
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Perimeter security for any network remains a vital component to ensuring that an organization's internal resources remain protected from external threat actors.

The InterDev security team will:

- Manage and monitor Dunwoody's existing firewalls.
- Ensure that all rules are configured properly and are backed by a validated business need.
- Run regular external vulnerability scans to validate that only authorized services are exposed through the firewall and that those exposed services all have appropriate protections.
- Document all changes that are made to the firewall and conduct regular backups.

#### 1.5.3.6

*Identify and perform other IT security management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.*

InterDev will continually strive to identify and anticipate other areas where the security team can build security into City systems and services through the following methods:

- InterDev's security team will provide consultation on any new technology project to ensure that strong security components are embedded in the project.
- InterDev's security team will assess the existing environment and create a strategic plan for continual improvement.
- InterDev's security team will continually evaluate risks, make recommendations for, and plan the implementation of measures to mitigate, eliminate, or transfer that risk.

The security team's primary objective is to provide transparent security that allows the City of Dunwoody to focus on delivering quality services to its residents, businesses, and partners.

## 1.5.4

### GEOGRAPHIC INFORMATION SYSTEM (GIS)

InterDev will provide GIS services as part of a comprehensive IT Strategy for the City.

InterDev recognizes that GIS is an excellent engagement platform. This understanding allows InterDev's GIS staff the opportunity to focus on smart strategies that promote the following aims:

- Creating or modifying departmental processes and workflows to advance efficiency.
- Bolster the City of Dunwoody's ability to manage its own data.
- Supplication of tools that increase public awareness of operations, and other important GIS-related activities that impact the community.

At InterDev, GIS services goes well beyond the simple generation of maps. InterDev's GIS staff will focus on analysis and gaining insight to help the City of Dunwoody make more informed decisions.

**1.5.4.1** *Manage the existing GIS system as well as for the service, update, and maintenance of the GIS databases on not less than a monthly basis.*

The City of Dunwoody's GIS system operates as a hybrid system, consisting of an on-premises GIS server with several geo databases, and a cloud system called ArcGIS Online. All components of this system require service, update, and maintenance. Some activities will be performed on a scheduled basis and others will be performed as certain thresholds are met. InterDev has the requisite level of expertise in order to carry out these activities.

**1.5.4.2** *Review data contained within the existing GIS system, and coordinate with all other necessary City personnel to obtain pertinent data to be included within the GIS. Determine necessary documentation as well as coordinate and implement the physical retrieval, reproduction, and storage of the transferred records.*

Data development, storage, and retrieval/accessibility are one of the strengths to InterDev's GIS approach. InterDev believes that city staff, more than ever before, should be empowered with tools that allow them to actively participate in GIS-related activities. The closer we can connect staff knowledge to these activities, the more useful and informative data becomes.

**1.5.4.3** *Maintain one employee available during business hours capable of operating, printing, and extracting information, including maps, from the GIS System in a timely manner as directed by the City Manager or department head.*

InterDev will provide two and one fifth (2.2) employees so that there is adequate overlap and coverage to ensure timely delivery of services.

**1.5.4.4** *Provide the public with access to limited City GIS files through the City website as directed.*

Through web applications — specifically 'Open Data Dunwoody' — the public is provided access to information and data that Dunwoody develops from its GIS activities. InterDev feels that GIS is an excellent engagement tool with the ability to connect the community to the city's information and vice versa.

**1.5.4.5** *Maintain, develop, implement, and improve GIS standards, policies, and procedures.*

Documentation is essential in the ever-changing realm of GIS. InterDev documents its most critical tasks, procedures, projects, and goals and is continuously reviewing and revising standards.

**1.5.4.6** *Maintain all existing and future GIS data layers.*

The collection of data that we develop will expand over time. However, InterDev is cognizant of opportunities to utilize existing datasets from outside sources and when appropriate — coordinating with other jurisdictions in the procurement and development of data when it is mutually beneficial.



**1.5.4.7** *Develop new data layers and maps requested by the City or its contractors to meet business needs.*

Most needs fall under general requirements, though we acknowledge that certain needs, depending on the characteristics of the data, may require additional services and expertise beyond what we will generally provide.

**1.5.4.8** *Provide any GIS-related information and/or data in response to requests and needs of City personnel as well as any IT Department employees who may be engaged in City of Dunwoody Planning and Zoning projects.*

InterDev will provide the City of Dunwoody with GIS-related information upon request and need. In times where there are no requests for data, InterDev will proactively maintain GIS-related data via secured web applications. This approach will provide the City of Dunwoody with rolling access to GIS-related data.

**1.5.4.9** *Identify and perform other GIS-related responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.*

The following services, responsibilities, and projects will be carried out assuming proposed staffing levels are met:

**Formal GIS Outreach Program** targeting city staff and community to educate them about GIS and to invite ideas and involvement and have the capacity to support new work

**ArcGIS Online Expansion** to increase usage across departments and encourage data ownership, content creation, and dissemination

**Cityworks GIS Integration and Expanded Administration Assistance**

*Full integration with on-premises GIS Server and ArcGIS Online so users can interact with, produce, and add content directly to ArcGIS Online and Cityworks and additional resources available to assist Public Works in day-to-day administration tasks*

**Smartmap Application Migration to ArcGIS Online Platform**

**GIS Redundancy** utilizing ArcGIS Online

**3D Analysis and Tools for Buildings and Tree/Tree Canopy** expanding to tree inventory and canopy

**Community Development - Plan Review/Addressing**

**Stormwater and Road/Subdivision Easements** record keeping and mapping

**NG9-1-1 Next Generation 9-1-1 and Other Public Safety Initiatives (EMS/Ambulance)**

*Migrating centerline and points data to I-3 level compliance for Next Generation 9-1-1 will begin in 2021. Once the migration is complete, there will be consistent time requirements for maintaining this level of accuracy in the data.*



## Approach And Methodolgy

### **Describe your firm's approach and methodology to ensure delivery of high-quality services.**

InterDev believes in the power of results. Since 1980, InterDev has applied its extensive information technology experience to improve the IT environment for municipalities — providing them with improved cybersecurity, IT infrastructure, and increased help desk responsiveness. To ensure high-quality services, InterDev applies continuous assessment that extends to the staff that we supply for our clients and partners, and this assessment involves our customers. Our management assessment culminates into a quarterly report that measures the decision-making ability and judgment of each of our team members. This assessment measures our team's ability to deliver services that exceed our client's expectations. InterDev also uses a customer satisfaction survey to identify areas of opportunity regarding our help desk capabilities, overall responsiveness, and general satisfaction with the services being provided.

### **Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.**

InterDev will supply an IT management team that will work collaboratively with the City Manager (or their designee) to identify and execute various priorities for the provision of Information Technology, Security Component for Information Technology, and Geographic Information Systems services. This collaboration will provide the incumbent information technology team at the City of Dunwoody with cross-training to ensure continuity, and to ensure that InterDev's knowledge and expertise has the effect of raising the efficacy of the entire team. In managing projects and activities that align with the priorities of the City Manager (or their designee), InterDev will proactively identify opportunities to improve, maximize, or replace hardware and software in order to improve performance and security.

To ensure all computers meet current industry standards, InterDev has developed a PC Lifecycle Replacement Plan for the City of Dunwoody. To ensure that users have the appropriate systems for their job responsibilities, we have created a tiered user rating system to properly fit all City users with appropriate workstation configuration for their needs. Annually, InterDev also reviews the City cellular devices and performs upgrades to all phones and handheld devices when necessary.

InterDev will properly budget any and all costs related to IT projects that staff decide on during the annual strategic planning process. All projects and new major purchases will be listed in the Annual IT Work Plan that will be submitted to the City Manager and Finance Department during the City's budgeting process.

**Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.**

A major component of a successful IT department is constant communication with end users and City Management. We have set up our help desk system to ensure that Service Level Agreements for responses to service requests are followed by our staff. Our standard operating procedures include making regular updates to end users throughout the ticket resolution process, so they know the status of their requests. In regard to communicating to City Management, we will continue to provide updates via the regularly scheduled department head meetings and weekly meetings with the Assistant City Manager. Monthly performance reports will also be submitted to City Management to keep them abreast on the workload of the department.

**Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract. The existing contract for these services expires at midnight on December 31, 2020.**

As the current IT and GIS services provider for the City of Dunwoody, we do not foresee any issues with transitioning into a new contract on January 1, 2021. For the new positions that are being proposed for the new contract, those staff members will go through a weeklong orientation process at one of our other government client sites weeks prior to reporting to the City of Dunwoody for service. Having new staff hired and trained well in advance of their first day at the City will ensure that there is a smooth transition for the City and staff members.

**Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.**

Through the duration of the contract, InterDev will provide our employees with any equipment, supplies, and facilities needed to complete job duties.

**Describe your firm's approach to support the City's environmental sustainability goals.**

InterDev recognizes that City departments must develop and implement sustainability practices and policies. We actively support those efforts by helping to streamline workflows, analyze data, and make information presentable and accessible to the community. We participate in various planning activities for land use and zoning, sub-area master planning, parks, and transportation, which are integrated into the sustainability plan. We also carry out projects such as Tree Canopy studies that provide analysis of current and past conditions for the entire City and its properties. InterDev understands the importance of public input and supports education, outreach, and awareness efforts by providing tools that facilitate engagement between the City and the community.

# QUALIFICATIONS AND EXPERIENCE OF FIRM AND STAFF

## 2.3.1.3 QUALIFICATIONS OF FIRM

**Describe attributes, special capabilities, techniques, or resources that make InterDev uniquely qualified to provide requested services.**

InterDev was founded in **1980**. For more than **40** years, we have provided IT security, IT managed services, and IT professional services to municipal governments.

Today, InterDev's client history includes more than **1,250** businesses, governments, nonprofit organizations, school systems, and other organizations. These varied accounts include more than **20** fully managed IT accounts in which InterDev provides complete IT department staff and support — from CIO to Helpdesk and all strategic planning, security, networking, GIS, and troubleshooting.

InterDev is an LLC (S Corp) and is a registered legal entity in the State of Georgia. InterDev is headquartered in Roswell, Georgia, and has offices in Beaufort, South Carolina, and Chicago, Illinois.

**Discuss InterDev's involvement with similar projects at the federal, state, and/or local government levels.**

InterDev's municipal customers include, but are not limited to, the following cities, counties, or agencies:

- Brevard County Sheriff, FL
- City of Delray Beach, FL
- City of Lake Worth, FL
- City of Marco Island, FL
- City of Treasure Island, FL
- City of Dunwoody, GA
- City of Milton, GA
- City of Stockbridge, GA
- City of Stonecrest, GA
- City of Tucker, GA
- City of Chamblee, GA
- City of South Fulton, GA
- City of Canton, GA
- City of Douglasville, GA
- Columbia County, GA
- Hall County, GA
- Rockdale County, GA
- Henry County, GA
- Lowndes County, GA
- City of Highland Park, IL
- City of Lake Forest, IL
- Village of Buffalo Grove, IL
- Village of Glenview, IL
- Village of Kenilworth, IL
- Village of Lake Bluff, IL
- City of Beaufort, SC
- Jasper County, SC

**State whether InterDev has any pending litigation, and state whether the firm has had any litigation in the last five years and the outcome of such litigation.**

InterDev has no pending litigation and has had no litigations in the last five years.

**Describe InterDev’s back office attributes, capabilities, and resources that will support the staff positioned at the City’s premise(s).**

InterDev is committed to continual development and education. This commitment keeps our team abreast of industry standards, and helps InterDev remain a relevant leader in an ever-evolving technological world. From the first day of employment, our employees are held accountable for keeping up with the latest in technology solutions and trends. It is due to this requirement that our employees hold some of the most prestigious certifications in the technology industry:

- Cisco Certified Internetwork Expert Certification (CCIE)
- GIS Certification Institute
- Certified Information Systems Security Professional (CISSP)
- Microsoft Certified Solutions Expert (MCSE)
- Project Management Professional (PMP)
- Certified Government Chief Information Officer PTI (CGCIO)
- CISCO CCNA
- VMware Certified Professional (VCP)
- ITIL v4
- Citrix Certified Associate – Networking (CCA-N)
- C|EH - EC Council Certified Ethical Hacker
- GSEC - GIAC Security Essentials Certification
- GCCC - GIAC Critical Controls Certification

InterDev’s close working relationship with industry-leading hardware and software vendors provides our clients with critical information about the latest technology and best practices. In addition to maintaining these partnerships, we are also a Microsoft Gold Certified Partner — the highest level of Microsoft solutions partners — and an Esri Certified Silver Level Partner — a partner level that very few firms have achieved.

- Microsoft Gold Certified
- VMWARE
- CISCO
- SonicWall
- NetApp
- Barracuda
- Fortinet
- UNITRENDS
- Cloud Accelerator Partner
- Esri Partner Network, Silver
- ArcGIS for Local Government Specialty

**List InterDev’s physical offices manned by at least one full-time individual on January 1, 2020 in the Atlanta MSA. The list should include street address, purpose of the business, and summary of the staff at the facility.**

InterDev’s Physical Office in Atlanta MSA	Purpose of Business	Staff Summary
InterDev 900 Holcomb Woods Parkway Roswell, GA 30076 Phone: 770.643.4400 Toll free: 877.841.8069 Fax: 678.990.0089	Government IT Services Geographic Information Services Telecommunications Services/ Consultation Network Security Solutions	Management: 15 employees Technical Staff: 50 employees Support Staff: 11 employees

**InterDev’s listing of ongoing similar contracts to this RFP that were in effect on January 1, 2020 in the Atlanta MSA. The list should include the contractual services purpose of the contract and summary of operations.**

CONTRACTING ENTITY	AREA OF CONTRACTUAL SERVICES	SUMMARY OF OPERATIONS
City of Dunwoody	Managed IT and GIS	<ul style="list-style-type: none"> <li>InterDev is providing and is responsible for all elements of the City of Dunwoody’s information technology, GIS Services, infrastructure, and support. We provide all levels of support from CIO through network engineering, systems administration, help desk, and GIS Support.</li> </ul>
City of Tucker	Managed IT and GIS	<ul style="list-style-type: none"> <li>InterDev is providing and is responsible for all elements of the City of Tucker’s information technology, GIS Services, infrastructure, and support. We provide all levels of support from CIO through network engineering, systems administration, help desk, and GIS Support.</li> </ul>
City of Milton	Managed IT and GIS	<ul style="list-style-type: none"> <li>InterDev is providing and is responsible for all elements of the City of Milton’s information technology, GIS Services, infrastructure, and support. We provide all levels of support from CIO through network engineering, systems administration, help desk, and GIS Support.</li> </ul>
City of Ball Ground	Managed GIS	<ul style="list-style-type: none"> <li>InterDev is providing and is responsible for all elements of the City of Ball Ground’s GIS Services.</li> </ul>
City of Peachtree Corners	Managed GIS	<ul style="list-style-type: none"> <li>InterDev is providing and is responsible for all elements of the City of Peachtree Corners’ GIS Services.</li> </ul>
City of Decatur	Managed GIS	<ul style="list-style-type: none"> <li>InterDev is providing and is responsible for all elements of the City of Decatur’s GIS Services as well as part-time Sr. Systems/ Network Engineering.</li> </ul>
City of Stonecrest	Managed IT and GIS	<ul style="list-style-type: none"> <li>InterDev is providing and is responsible for all elements of the City of Stonecrest’s information technology, GIS Services, infrastructure, and support. We provide all levels of support from CIO through network engineering, systems administration, help desk, and GIS Support.</li> </ul>



City of Chamblee	Managed IT and GIS	<ul style="list-style-type: none"> <li>· InterDev is providing and is responsible for all elements of the City of Chamblee's information technology, GIS Services, infrastructure, and support. We provide all levels of support from CIO through network engineering, systems administration, help desk, and GIS Support.</li> </ul>
City of Canton	Managed IT and GIS	<ul style="list-style-type: none"> <li>· InterDev is providing and is responsible for all elements of the City of Canton's GIS Services as well as part-time Sr Network/ Systems Engineering.</li> </ul>
City of Forest Park	Managed IT	<ul style="list-style-type: none"> <li>· InterDev is providing and is responsible for all elements of the City of Forest Park's information technology infrastructure and support. We provide all levels of support from CIO through network engineering, systems administration, and help desk.</li> </ul>
City of Stockbridge	Managed IT	<ul style="list-style-type: none"> <li>· InterDev is providing and is responsible for all elements of the City of Stockbridge's information technology infrastructure and support. We provide all levels of support from CIO through network engineering, systems administration, and help desk.</li> </ul>



**2.3.1.3.2****QUALIFICATIONS OF STAFF**

*Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.*

InterDev's approach to staffing is a client-first one that puts service. The proposed staffing structure is based on our experience and projections on what positions are needed to meet the service demands and expectations of the City of Dunwoody end users. In the case when there is a vacancy for any extended period of time InterDev will temporarily backfill the position to ensure there is as little of an impact to services as possible.

*Describe InterDev's staff qualifications and experience with the delivery of municipal services, particularly those described for the project.*

InterDev has provided IT security, IT Managed Services, and IT Professional Services to commercial enterprises and local governments for 40 years. Our active client list includes more than 1,250 businesses, governments, nonprofit organizations, school systems, and other organizations nationwide. These varied accounts include more than 20 fully managed IT accounts for which InterDev provides complete IT department staff and support — from CIO to Helpdesk and all strategic planning, security, networking, and troubleshooting. (Please find additional details in the Qualifications of Firm section 2.3.1.3.)

*Provide resumes or professional profiles of key personnel already identified that InterDev would likely assign to this project.*

InterDev believes in its clients, its staff, and in the power of technology to fundamentally transform the way private and public sector entities conduct business. We operate only at the utmost level of performance and believe that "best practices" are a requirement, not a platitude.

### **Chief Government Information Officer Ashley Smith**



Ashley Smith earned a Master of Public Administration from Georgia Southern University and has his Certified Government Chief Information Officer (CGCIO) certification.

Prior to joining InterDev, Smith served as the IT and Communications Manager for the City of Hapeville, Georgia, and as the IT Manager for the Hapeville Wi-Fi Network, part of the Wireless Community Georgia Grant program sponsored by the Georgia Technology Authority. He later served as the IT Manager at the City of Dunwoody for four years, before joining our team. His insight and planning helped position the City of Dunwoody as a leader in the municipal arena.

Smith and his team have worked diligently to ensure Dunwoody continues to set the bar for exceptional municipal services for its citizens. He has been working in government IT for the last 15 years at both the state and local level.

CERTIFICATIONS	COMPETENCIES
<ul style="list-style-type: none"> <li>• Certified Government Chief Information Officer</li> <li>• Cisco Certified Network Associate (CCNA) Network +</li> <li>• GCIC Data Integrity</li> <li>• DHS Technology Recovery Training</li> <li>• DHS Project Management certificate</li> </ul>	<ul style="list-style-type: none"> <li>• FEMA Disaster Recovery Training</li> <li>• Network Design</li> <li>• Network Security</li> <li>• IT Infrastructure</li> <li>• IT Assessments &amp; Audits</li> <li>• Knowledge Management Solutions</li> <li>• Disaster Response Planning</li> <li>• IT Support/Help Desk</li> <li>• Municipal IT Outsourcing</li> <li>• VOIP/Telephony</li> <li>• Tyler Incode</li> <li>• Storage</li> <li>• Security</li> <li>• Windows Server Solutions</li> <li>• NetApp</li> <li>• Dell EqualLogic</li> <li>• VMWare</li> <li>• Barracuda</li> </ul>

**Account Manager, PMP**  
**Nathan Holder**



As the Account Manager for InterDev, Nathan Holder is responsible for ensuring InterDev is considered more than just an IT Service Provider, but also a “Strategic Partner” with the local governments it serves.

He is a certified Project Management Professional (PMP) and serves as InterDev’s Account Manager for multiple government accounts. He played a crucial role in the City of Brookhaven’s startup in 2013 and continues to implement planning strategies to keep all InterDev projects moving forward.

With 10+ years of experience in the municipal government space, Holder has been an integral part of the InterDev team. He graduated from Valdosta State University in 2009 with a Bachelor of Business Administration in Accounting.

**GIS Manager, GISP, PMP**  
**Andy Summers**



Summers has managed many projects for InterDev, including serving as the GIS lead for City of Dunwoody, City of Sandy Springs, and City of Canton. Prior to his time with InterDev, he served as the GIS Coordinator for City of Marietta, GIS Manager for Douglas County Government, and managed statewide initiatives at the Georgia Department of Transportation as the Local Government Coordinator.

Summers believes that all departmental operations can be improved through the utilization of GIS, and he enjoys designing and implementing solutions that improve the performance of those who use them — especially when their work environments become more enjoyable and fulfilling as a result.



CERTIFICATIONS/AWARDS	COMPETENCIES
<ul style="list-style-type: none"> <li>• GIS Professional (GISP)</li> <li>• Project Management Professional (PMP)</li> <li>• Smart 50 Award - Urban Operations at City of Canton, GA</li> </ul>	<ul style="list-style-type: none"> <li>• Server for ArcGIS and ArcGIS Online</li> <li>• GeoEvent Server for ArcGIS</li> <li>• SQL Server Database Administration</li> <li>• Architecting/Designing Solutions</li> </ul>

**Information Security Manager, CISSP, GCCC, GSEC**  
**Jesse Cail**



Jesse Cail is retired military with experience in the United States Army, the National Security Council, and the White House Communications Agency.

He leads InterDev’s Security team with the mission to provide, establish, and deploy the best security practices for InterDev and our clients. Cail has been tasked to research and test the best methods to implement security technologies without adversely impacting production environments. He has background in Windows Server Administration in virtual environments including Active Directory and Exchange integration, DNS and DHCP configuration and management, group policy development and implementation, and all aspects of desktop and client support.

He is a Certified Information Systems Security Professional (CISSP), a Certified Critical Controls Implementation / Auditor, and a certified GIAC Security Essentials practitioner (GSEC).

**IT Services Manager**  
**Ginger LePage**



Ginger LePage has been working in 9-1-1 communications since 2002. She has worked in call centers in numerous capacities such as: IT Manager, dispatcher, communications training officer, CISM team lead/coordinator, supervisor, instructor, policy writer, vendor manager, reporting manager, IT project manager, and systems administrator.

As the IT Manager, LePage leads a highly skilled and specialized team of engineers, analysts, and administrators dedicated to enhancing the customer experience.

LePage has extensive experience in technical software training for endusers and administrators (CAD, phone, scheduling, radio, etc.), systems statistical analysis and reporting (Crystal, SQL, CAD, phone, Access, help desk, etc.), GIS analysis and coordination (ESRI), IT project management, and systems administration.

She has been training end users for over a decade and has extensive experience in MCT and RMS end-users training, as well. In addition, she has experience in 9-1-1 center process analysis and optimization, scheduling, policy writing, CAD maintenance/table building, SAP Crystal Reports and Server, management, supervision, and vendor management.

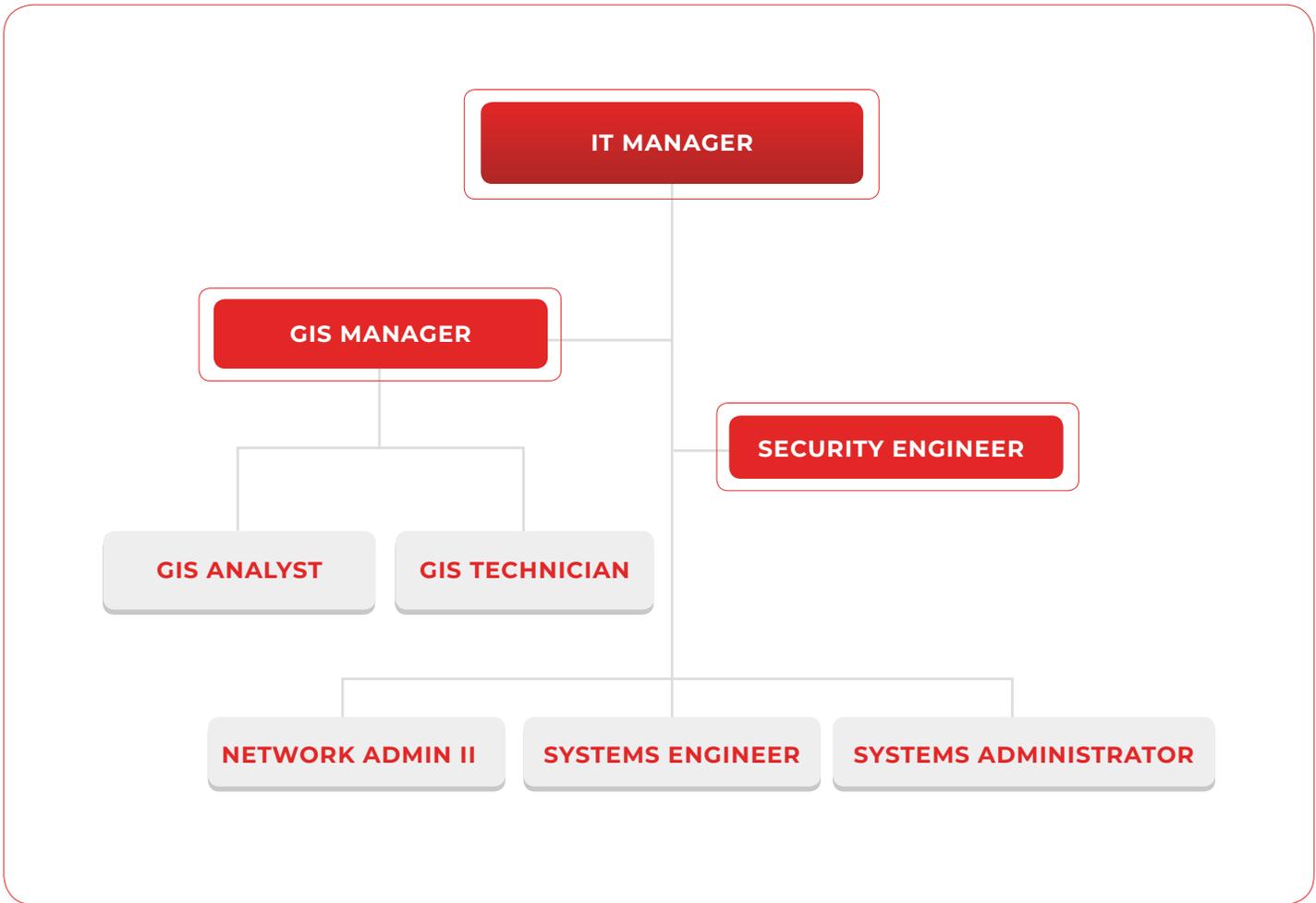
LePage is certified as a Public Safety Telecommunicator, Communications Officer Trainer, and Supervisor in the state of Georgia.



*Describe the approach to ensure staff is adequately trained and up to date at the beginning of the contract, as well as InterDev's methodology for ensuring staff stays up to date throughout the term of the contract.*

InterDev maintains the highest standards of accountability, professionalism, and training for its personnel, not only the core employees at our office, but also those who are onsite at customer locations. All personnel involved with the Dunwoody project will be seasoned individuals with the expertise to competently plan, install, configure, and maintain City IT systems. They will hold or acquire any and all appropriate certifications and maintain them, as dictated by our own internal policies, through continuing education.

*The City expects InterDev to provide a high-level organizational chart, which should depict how the organization intends to staff the various departments they are proposing. If a Bidder is submitting proposals for more than one (1) service area, then the Bidder must provide an organizational chart for each department they are submitting. The organizational chart should include on-site, subcontracted, and Contractor-provided (back office) service positions.*



# REFERENCES

CLIENT	CONTRACT ID	DESCRIPTION	STATUS	PERIOD OF PERFORMANCE
<b>Village of Glenview, IL</b>	<b>MSP – Village of Glenview, IL</b>	Managed IT	Current	Jan. 2014 – present
Primary Contact: Amy Ahner, Director of Administrative Services Phone: 847-904-4331 Email: aahner@glenview.il.us Address: 2500 E. Lake Ave., Glenview, IL 60026				
<b>City of Chamblee, GA</b>	<b>MSP – City of Chamblee, GA</b>	Managed IT and GIS Services	Current	Jan. 2016 – present
Primary Contact: Jon Walker, City Manager Phone: 470-395-2310 Email: jwalker@chambleega.gov Address: 5468 Peachtree Road, Chamblee, GA 30341				
<b>City of Milton, GA</b>	<b>MSP – City of Milton, GA</b>	Managed IT and GIS Services	Current	Nov. 2018 – present
Primary Contact: Steven Krokoff, City Manager Phone: 678-242-2571 Email: Steven.Krokoff@cityofmiltonga.us Address: 2006 Heritage Walk, Milton, GA 30004				

# REQUIRED FORMS

## Technical Proposal

### Proposal Form

City of Dunwoody, GA

RFP 20-04 Municipal Government Services Procurement

Company Name: InterDev, LLC

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 section 6.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

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. Addendum #1 - 03/25/2020
2. Addendum #2 - 04/07/2020
3. Addendum #3 - 04/08/2020
- 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, 2021.

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 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 in the Cost Proposal (submitted in a separate package).

Legal Business Name InterDev, LLC

Federal Tax ID 58-2553449

Address 900 Holcomb Woods Pkwy, Roswell, GA 30076

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

Representative Signature *Gary E Nichols*

Printed Name Gary Nichols, CEO

Telephone Number 678-672-1502

Fax Number 678-990-0089

Email Address gnichols@interdev.com

**Appendix B - Affidavit  
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 (circle one) for Gary Nichols.

[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: *Gary E Nichols* Date: 04/16/2020

Printed Name: Gary Nichols

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:

\_\_\_\_\_



# APPENDICES

The following tables indicate the services included in InterDev’s standard managed support services.

## END USER SERVICES

Service functions that directly involve the support of the client End User. These services focus primarily on desktop hardware, application, training, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client’s agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Desktop Support	Provides in-person support for individual business users regarding end-user technology (hardware or applications)	<ul style="list-style-type: none"> <li>· Onsite support for server &amp; peripheral hardware</li> <li>· Remote hardware support</li> <li>· Incident Management</li> <li>· Problem Management</li> </ul>
Application Support	Helping employees troubleshoot application errors or malfunctions (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· Remote application support</li> <li>· On-site application support</li> <li>· Incident Management</li> <li>· Problem Management</li> </ul>
Mobile Device Support	Provides support for individual business users regarding mobile device technology (hardware or applications)	<ul style="list-style-type: none"> <li>· Remote application and hardware support</li> <li>· On-site application and hardware support</li> </ul>
Lifecycle Management	Standard management and administration of end user hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· Version Control</li> <li>· Asset Management</li> <li>· License Management</li> <li>· Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· Windows Updates</li> <li>· Firmware Updates</li> <li>· Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· Device Monitoring</li> <li>· Limited Application Monitoring</li> </ul>
Software Provisioning	Supply employees with necessary up-to-date software for them to work	<ul style="list-style-type: none"> <li>· Request non-standard software</li> <li>· Procure/order new software</li> <li>· Install and upgrade standardized desktop software</li> </ul>

### DATA CENTER SERVICES

Service functions that directly involve the support of the data center operations and infrastructure. These services focus primarily on server and storage hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client’s agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Server and Storage Hardware Support	Provides in-person support for server and storage hardware regarding end-user technology (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· Onsite support for server &amp; peripheral hardware</li> <li>· Remote hardware support</li> <li>· Incident Management</li> <li>· Problem Management</li> </ul>
Server and Storage Application Support	Troubleshoot application errors or malfunctions (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· Remote application support</li> <li>· On-site application support</li> <li>· Incident Management</li> <li>· Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise applications, server and storage hardware (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· Version Control</li> <li>· Asset Management</li> <li>· License Management</li> <li>· Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· Windows Updates</li> <li>· Hypervisor Updates</li> <li>· Firmware Updates</li> <li>· Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of server and storage related hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· Device Monitoring</li> <li>· Application Monitoring</li> </ul>
Data Backup and Recovery Management	Management and monitoring of all data backup and recovery systems. This includes any Data Backup and Disaster Recovery Policies and practices (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>· On-premise data backup management</li> <li>· Cloud data backup management</li> <li>· Data backup application support (on-premise or cloud)</li> <li>· Disaster Recovery application support (on-premise or cloud)</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>· Access Control System Management</li> <li>· Power Systems Management and Monitoring</li> <li>· Cable Infrastructure Management</li> <li>· Environmental Control Systems Management and Monitoring</li> </ul>
Hardware and Software Provisioning	Supply employees with necessary up-to-date software and hardware for them to work	<ul style="list-style-type: none"> <li>· Request non-standard software</li> <li>· Procure/order new software</li> <li>· Install and upgrade standardized desktop software</li> </ul>



## NETWORK SERVICES

Service functions that directly involve the support of the network operations and infrastructure. These services focus primarily on network hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client’s agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Network Hardware Support	Provides in-person support for network hardware regarding network and telecommunication technology	<ul style="list-style-type: none"> <li>Onsite support for server &amp; peripheral hardware</li> <li>Remote hardware support</li> <li>Incident Management</li> <li>Problem Management</li> </ul>
Network Application Support	Troubleshoot network application errors or malfunctions	<ul style="list-style-type: none"> <li>Remote application support</li> <li>On-site application support</li> <li>Incident Management</li> <li>Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise wide network hardware and applications	<ul style="list-style-type: none"> <li>Version Control</li> <li>Asset Management</li> <li>License Management</li> <li>Change Management</li> </ul>
Patch Management	Patch and Firmware management of all network related hardware and applications	<ul style="list-style-type: none"> <li>IOS Updates</li> <li>Firmware Updates</li> <li>Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of network related hardware and applications	<ul style="list-style-type: none"> <li>Device Monitoring</li> <li>Limited Application Monitoring</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>Access Control System Management</li> <li>Power Systems Management and Monitoring</li> <li>Cable Infrastructure Management</li> <li>Environmental Control Systems Management and Monitoring</li> </ul>



## SECURITY SERVICES

Service functions that directly involve the support of the security team. These services focus primarily on security hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Security Support	Security Engineer(s) Security Analyst(s)	<ul style="list-style-type: none"> <li>· Remote Support</li> <li>· Incident Management</li> <li>· Problem Management</li> </ul>
Basic Firewall Management	Includes ensuring all appropriate services are enabled and configured, rules are configured in accordance with best practice, and performing regular backups of configuration	<ul style="list-style-type: none"> <li>· Remote support</li> <li>· On-site support</li> <li>· Incident Management</li> <li>· Problem Management</li> </ul>
Anti-Virus Management and Support	Configuration, Management and monitoring of Anti-Virus / Endpoint Protection Platform to include ensuring complete coverage of AV/ EPP in the environment	<ul style="list-style-type: none"> <li>· Remote application support</li> <li>· On-site application support</li> <li>· Incident Management</li> <li>· Problem Management</li> </ul>
Lifecycle Management	Administrative management of security related hardware and software specific to product lifecycle	<ul style="list-style-type: none"> <li>· Version Control</li> <li>· Asset Management</li> <li>· License Management</li> <li>· Change Management</li> </ul>
Patch Management	Patch and Firmware management of all security related hardware and applications	<ul style="list-style-type: none"> <li>· Operating System Updates</li> <li>· Firmware Updates</li> <li>· Third Party Application Updates</li> </ul>
Email Security Management	Configuration, management and monitoring of email security platform.	<ul style="list-style-type: none"> <li>· Remote support</li> <li>· On-site support</li> <li>· Incident Management</li> <li>· Problem Management</li> </ul>





**CITY OF DUNWOODY | RFP 20-04**



**Request for Proposals - RFP 20-04**

**Municipal Government Services**

**Issue Date: March 16, 2020**

**Proposal Due Date: April 17, 2020**

**Request for Proposals (RFP) 20-04**  
**Municipal Government Services Procurement**

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for Purchasing RFP 20-04 Municipal Government Services Procurement. 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, 2021.**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked “**John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Government Services.**” Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Monday, April 17, 2020**, at which 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. Furthermore, proposals are legal and binding when submitted.

The City will hold a **Pre-Proposal Conference at 1 p.m. ET on Monday, March 30, 2020** at the City of Dunwoody, Dunwoody Hall, 4800 Ashford Dunwoody Road, First Floor, Dunwoody, GA 30338. The conference will include a review of the proposal documents and a question and answer session. Attendance at the Pre-Proposal Conference is strongly encouraged, but not required. Prior to the Pre-Proposal 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 any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for Contractor questions.

**NOTE: At the time of the release of the RFP, the COVID-19 Pandemic was causing disruptions nationwide. We are assuming the above pre-proposal conference will become a virtual event. Please check with [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) for updated information.**

Contractors shall submit all questions regarding Purchasing RFP 20-04 via email only to [Purchasing@dunwoodyga.gov](mailto:Purchasing@dunwoodyga.gov) no later than **Wednesday, April 1, 2020 at 2:00 pm EST**. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City’s website.

Proposals should be clearly marked on the outside packaging with “**John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Governing Services**” and addressed as follows:

**John Gates, Purchasing Manager**

**Confidential – RFP 20-04**  
**Municipal Government Services**  
**City of Dunwoody**  
**4800 Ashford Dunwoody Rd, Second Floor**  
**Dunwoody, GA 30338**

Contractors may not withdraw their proposal for a period of one hundred and eighty (180) days after the time and date scheduled (or subsequently rescheduled) 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 all of the responsive and responsible Bidders, or only from those firms that are short-listed.

To support a non-biased evaluation of submitted proposals, **the City is requesting Bidders to submit their proposals in two (2) clearly labeled separate SEALED envelopes. The first envelope shall include the TECHNICAL proposal, containing one (1) printed and signed original, (6) printed copies, and one (1) electronic copy in searchable PDF. The second sealed envelope shall include the COST proposal, containing one (1) original printed copy signed by an authorized representative and one (1) electronic copy.**

The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement TECHNICAL Proposal.**

The cost proposal envelope should only contain the Bidder's cost proposal; the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement COST Proposal.**

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 Bidders' 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 of the short-listed Bidders. The City may give Bidders an opportunity to submit their best and final offers; which shall include a contract signed by the Bidder. 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 Bidder awarded the Contract 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 Bidder 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 Bidder 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 in order 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](mailto: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 (2008) on the north side of metro Atlanta with a 2010 census population of 46,267. 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 amount 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), with the vast majority of City staff employed by private companies where the City has determined that the PPP model adds value, flexibility, promotes competition, builds accountability, and provides the highest level of customer service to the citizens of the City.

### 1.2. Purpose of Procurement

The existing municipal services contracts for Public Works, Finance and Administrative Services, Planning and Zoning, Information Technology, Permitting and Inspections, Parks and Recreation and Public Relations/Marketing are set to expire on December 31, 2020. The purpose of this RFP is to enter into 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, plus one additional year at the City's option.

The City is searching for the Contractor(s) that will be able to provide municipal services in the following service areas: Public Works, Finance and Administrative Services, Planning and Zoning, Information Technology, Permitting and Inspections, and Parks and Recreation and Facilities Management. Bidders may respond to more than one service area. 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 contract is NOT a staffing arrangement; nor does the current RFP merely mirror the existing staffing structure and scope of work for the current PPPs. Accordingly, head counts, existing staff evaluations, organization structures and costs may not be relevant to proposals for this RFP and should be considered only under this understanding.

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, 2021 through the following forty-eight (48) succeeding months, plus another twelve (12) months at the City's election.

#### Anticipated Schedule of Events

RFP Issue Date	Monday, March 16, 2020
Pre-Proposal Conference	Monday, March 30, 2020 at 1 p.m.
Last Day for Questions	Wednesday, April 1, 2020 at 2 p.m.
Proposal Due Date	Friday, April 17, 2020 at 2 p.m.
Written Proposal Evaluations	Mon., April 20 – Fri., May 1, 2020
Interviews for Short Listed Bidder's	Thur., May 7 – Wed., May 13, 2020
Contract Award	Monday, June 1, 2020
Executed Contract Commences	Wednesday, January 1, 2021

**NOTE: At the time of the release of the RFP, the COVID-19 Pandemic was causing disruptions nationwide. We are assuming the above pre-proposal conference will become a virtual event. Please check with [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) for updated information.**

(Note: Dates are subject to change)

\* \* \* END OF GENERAL INFORMATION \* \* \*

## 1. Scope of Work

### 1.1 Scope of Required Services

For the purpose of this RFP, Contractor(s) will provide all municipal services for the City of Dunwoody; the City divided the service areas into eight (8) separate functions:

- 2.2 Public Works
- 2.3 Finance and Administrative Services
- 2.4 Planning and Zoning
- 2.5 Information Technology
- 2.6 Permitting and Inspections
- 2.7 Parks and Recreation
- 2.8 Facilities Management

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area, and 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, as long as 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.

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 every 60-90 days 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. In regards to 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 reasonably 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 that have the technical knowledge to operate City-owned IT infrastructure and software within their respective departments (Please see Appendix C for the detailed list of City-owned software and hardware).
- 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) Prepare an annual document in collaboration with the City that outlines education and professional development provided to staff during the prior year and outlines training that will be delivered to the staff providing services, and provide said training to their employees. Such document shall include budget estimates to be paid from the education and training line item of the Contractor's burden factor.
- n) Throughout the term of the contract, research and implement operational improvements to increase efficiencies, improve service and reduce operating expenses.
- o) Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes.
- p) Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.
- q) Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.

- r) 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. The City may utilize any vehicle described in section 7.5 (G) of the General Conditions when not in use by the Contractor.
- s) 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.
- t) 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.
- u) Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized.
- v) 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. Monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- w) 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 and must be reviewed and confirmed again in writing by each January 1<sup>st</sup> of the contract.
- x) 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.)
- y) Proposals must have a plan for EEO training for all staff and management and supervisory training for all supervisors.
- z) 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.
- aa) Use only the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail.
- bb) Prepare and provide to the City update reports submitted semi-annually and within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the current status of specific key performance indicators established for each service area.
- cc) 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.
- dd) Maintain and update at least semi-annually the scope of work, listing specific services to be delivered in the service area managed by the Contractor.

- ee) 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.

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

## 1.2 Public Works

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 transportation planning, infrastructure maintenance management of the city's stormwater utility, emergency preparedness as it relates to public works functions, traffic engineering, and capital project management. 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 65 linear miles of sidewalks, addressing issues such as:

- Repairing damaged curbs, gutters, catch basins, sidewalks and roadway paving
- Maintaining traffic lights and signs
- Maintaining rights-of-way by mowing grass and removing trash and debris
- Working closely with the regional, state, and federal agencies to assure that roads within Dunwoody are maintained and improved

### 1.2.1 General Requirements

Contractors responding to the Public Works scope of work shall perform the following services:

- 1.2.1.1** Provide services under the direction of the City Manager and/or Public Works Director or designee. The Public Works Director is a City employee.
- 1.2.1.2** Provide a full-time, on-site Acting Public Works Director during periods of leave and vacancy with the existing Public Works Director position, approved by the City, with full responsibility to manage all Public Works, and Stormwater staff necessary to properly perform the services, duties, and responsibilities set forth.
- 1.2.1.3** Provide the City with a primary contact to act as a liaison between the City and the Contractor.
- 1.2.1.4** Provide the City with a primary contact to act as a liaison between the City and the appropriate person at outside agencies (e.g. DeKalb Department of Watershed Management).
- 1.2.1.5** 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.
- 1.2.1.6** Provide supervision of Contractor(s) staff providing Public Works Services

to ensure that all contractual requirements are performed effectively and efficiently. The City Public Works Director will provide day-to-day operational supervision for department staff.

- 1.2.1.7** Develop capital improvement plans for applicable Public Work service areas.
- 1.2.1.8** Provide, manage, and oversee ongoing project management, engineering, design, and maintenance for the operation as needed to meet the needs of the City.
- 1.2.1.9** Provide supervision of Contractors providing Public Works services to ensure that Contractors meet City performance standards.
- 1.2.1.10** Conduct all activities necessary to maintain a first class traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.
- 1.2.1.11** Conduct all activities necessary to maintain a street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks, and related projects.
- 1.2.1.12** Maintain the inventory of all transportation related assets, which shall include, but not be limited to, traffic signals, street signs, streetlights, guard rails, sidewalks, roads, curbs, gutters, traffic calming devices, stormwater catch basins and inlet structures. The City will provide the Contractor an asset inventory as of January 1, 2021 in a manageable electronic database format.
- 1.2.1.13** Respond to public requests and complaints in a timely and professional manner and keep the appropriate logs and tracking records of the resolution of all such requests and complaints.
- 1.2.1.14** Attend City meetings to represent Public Works as required and directed by the City Manager and/or Public Works Director.
- 1.2.1.15** Track, maintain, and report on key performance indicators established by the City for Public Works in a timely manner.
- 1.2.1.16** Identify and perform other Public Works assistance where the Contractor reasonably anticipates needs, which are not specifically set forth above.

## **1.2.2 Street Maintenance and Striping**

The Contractor shall provide the following services:

- 1.2.2.1** Manager City's contractor responsible for maintenance and repair of all City Streets, including but not limited to, pothole repair, paving and striping as directed by the City.
- 1.2.2.2** Oversee the City's pavement management program.

- 1.2.2.3** Oversee all maintenance work in compliance with current Georgia Department of Transportation (GDOT) specifications.
- 1.2.2.4** Oversee unanticipated and emergency road repairs such as washouts, sinkholes and damage caused by vehicle accidents.
- 1.2.2.5** Conduct all activities necessary to maintain a first class roadway and bridge infrastructure system in accordance with national and state standards, including, but not limited to, overseeing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning and repairs necessitated by storm events.
- 1.2.2.6** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.2.7** Coordinate emergency responses, as they relate to Public Works, to all weather-related events.
- 1.2.2.8** Identify and perform other street maintenance and striping responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.2.3 Traffic Signals, Street Signs and Street Lights**

The Contractor shall provide the following services:

- 1.2.3.1** Provide traffic engineering services by staff holding sufficient expertise and experience to review and adjust signal timing, troubleshoot signals and review traffic plans.
- 1.2.3.2** Maintain the proper operation and ensure proper maintenance of all traffic signals, street signs and streetlights at all times within the City of Dunwoody.
- 1.2.3.3** Traffic signals shall be operational continuously and Contractor shall be responsible for coordinating emergency response to signal outages or malfunctions.
- 1.2.3.4** Coordinate the adjustment and/or alignment of signal heads for proper pedestrian and vehicular traffic.
- 1.2.3.5** Inspect signal timing and make adjustments as required. (The city will pay the labor and materials for a contract crew to repair signals and update signal timing plans. However, the City expects the Contractor to be able to identify whether a signal is malfunctioning, oversee required repairs and make minor timing adjustments.)
- 1.2.3.6** Oversee and manage the regular inspection and cleaning of traffic signal cabinets and equipment.
- 1.2.3.7** Oversee signal timing projects and equipment upgrades, and review

signal related elements of capital projects.

- 1.2.3.8** Monitor the City's traffic control city as needed to keep signal equipment and communications fully operational.
- 1.2.3.9** Respond to emergency traffic events and implement signal timing to mitigate traffic impacts.
- 1.2.3.10** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.3.11** Identify and perform other traffic signals, street signs, and streetlights responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

#### **1.2.4 Sidewalks, Gutters and Related Street Areas**

The Contractor shall provide the following services:

- 1.2.4.1** Oversee the maintenance and construction of any new sidewalks and curbing to ensure completion in accordance with standards as directly by the City (e.g. GDOT as well as applicable AASHTO and ASTM standards).
- 1.2.4.2** Maintain first class sidewalks, gutters, and related street areas including, but not limited to, overseeing all necessary maintenance and cleaning of the same as directed by the City.
- 1.2.4.3** Oversee the maintenance of the City's Rights-of-Way (ROW), including landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems consistent with the standards of the Department.
- 1.2.4.4** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.4.5** Identify and perform other sidewalks, gutters, and related street area responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

#### **1.2.5 Traffic and Transportation Engineering**

The Contractor shall provide the following services:

- 1.2.5.1** Review and update the inventory of the City's existing road conditions and review the re-paving plan, the long-term schedule, and the associated annual costs.
- 1.2.5.2** Review and revise the existing striping plan and the associated schedule and projected yearly costs.
- 1.2.5.3** Monitor the existing traffic signal system and create an annual schedule

for all required updates.

- 1.2.5.4** Maintain communications with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding.
- 1.2.5.5** Work with the community and the PCID to set public space standards for all Dunwoody commercial areas.
- 1.2.5.6** Continuously explore methods of improving traffic flow in a non-grid environment.
- 1.2.5.7** Review and if applicable, revise plans to provide appropriate infrastructure to enhance the traffic flow of pedestrians and cyclists.
- 1.2.5.8** Manage the city's traffic calming program using current best practices.
- 1.2.5.9** Utilize the latest GIS equipment and technology to review and update transportation infrastructure and pavement condition data.
- 1.2.5.10** Analyze, evaluate, and synthesize all the above transportation elements into the existing Comprehensive Transportation Plan as appropriate.
- 1.2.5.11** Identify and perform other traffic and transportation engineering responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

## **1.2.6 Stormwater**

The Contractor shall provide the following services:

- 1.2.6.1** Provide a stormwater utility manager approved by the City, with full responsibility to manage and perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved manager without written approval from the City, such approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.
- 1.2.6.2** Provide ongoing engineering, design, and management of the maintenance of stormwater systems, as needed, to meet the needs of the City in accordance with all applicable standards and as directed by the City.
- 1.2.6.3** Review, update, and implement all necessary policies, protocols, rules, and regulations necessary to meet or exceed the City's stormwater

requirements under applicable, federal, state, and local laws, including, but not limited to, federal clean water requirements and State of Georgia National Pollutant Discharge Elimination Standards (NPDES) permitting and compliance.

- 1.2.6.4** Prepare and submit stormwater management plans, permit updates and annual reports to the Georgia Environmental Protection Division and achieve compliance.
- 1.2.6.5** Integrate activities when applicable with Planning and Zoning and other departments as necessary. Review hydrology reports and stormwater management plans for development projects.
- 1.2.6.6** 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.
- 1.2.6.7** Identify, document and, if deemed applicable by the City, implement water conservation practices and methods.
- 1.2.6.8** Create, maintain, store, and retrieve available documents that are necessary for the effective implementation and operation of the City's stormwater requirements under applicable, local, state, and federal laws.
- 1.2.6.9** Prepare the parcel level data necessary to calculate the billing data for stormwater customers and communicate the calculations to the appropriate parties in a timely manner.
- 1.2.6.10** Conduct post construction stormwater enforcement as necessary.
- 1.2.6.11** Maintain and update the City's stormwater infrastructure GIS database.
- 1.2.6.12** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.6.13** Identify and perform other stormwater responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

## **2.2.7 Capital Project Management**

### **2.2.7.1 Preconstruction**

**2.2.7.1.1** Provide a Professional Engineer licensed in Georgia and all necessary support to coordinate all aspects of preconstruction for assigned capital projects included but not limited to:

- Prepare and review project budgets and schedules
- Design consultant selection
- Public involvement

- Communication with the public and city council
- Design review
- Utility coordination
- Rights-of-way acquisition
- Permitting
- Bid preparation

**2.2.7.1.2** Provide technical support for other public works initiatives as needed.

## **2.2.7.2 Construction**

**2.2.7.2.1** Provide construction project management plan for certain infrastructure and parks capital projects and to be the point of contact for all communications between the city, the contractor, design engineer, materials testing company, adjacent property owners and other affected parties.

**2.2.7.2.2** Ensure compliance with the contract documents and city standards and specifications

**2.2.7.2.3** Manage materials testing contracts.

**2.2.7.2.4** Conduct preconstruction and project meetings. Prepare meeting agendas and minutes.

**2.2.7.2.5** Maintain a daily presence on active construction sites. Monitor the contractor's progress and enforce all requirements of applicable codes, contract documents and city standards and specifications. Take photographs.

**2.2.7.2.6** Review and monitor the construction schedule.

**2.2.7.2.7** Review and process contractor progress payments for approval by Public Works Director.

**2.2.7.2.8** Perform all construction administrative activities including correspondence and document control.

**2.2.7.2.9** Coordinate all aspects of the departmental procurement process including, but not limited to review, comment and facilitate responses to requests for information, evaluate and negotiate change orders, prepare the scope of work for requests for qualifications, proposals and bids, conduct pre-proposal meetings, respond to questions and coordinate with the city purchasing manager, review proposals, bids and pay applications, and manage construction contracts, schedules and budgets for capital projects.

**2.2.7.2.10** Document changes to the design and coordinate as-built drawings.

- 2.2.7.2.11** Conduct technical reviews of construction documents.
- 2.2.7.2.12** Provide coordination and review of contractor's staging and detour plans.
- 2.2.7.2.13** Coordinate communications to the public with the city's public relations staff.
- 2.2.7.2.14** Provide final inspection services and project closeout activities.
- 2.2.7.2.15** Provide post-construction services as needed for project closeout and warranty issues.
- 2.2.7.2.16** Maintain production reports reflecting time and other costs dedicated to individual capital projects.

## **2.2.8 Utility Coordination**

- 2.2.8.1** Maintain contacts with all utility companies located within City right of way.
- 2.2.8.2** Notify utility contacts when citizen complaints are received by the city.
- 2.2.8.3** Review utility encroachment permits submitted for utility work in City right of way.
- 2.2.8.4** Coordinate with utility companies regarding City infrastructure projects including conducting quarterly utility coordination meetings.
- 2.2.8.5** Oversee utility work in the public right of way for compliance with City standards and regulations.

## **2.2.9 Emergency Preparedness**

As it relates to Public Works functions, the Contractor shall provide the following services:

- 2.2.9.1** Review, revise and implement policies and guidelines, and coordinate, operate and maintain the City's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices.
- 2.2.9.2** Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS as it relates to Public Works activities.
- 2.2.9.3** Assist the Police Department with chains or other traction devices (to the extent requested) in the event of a snow or ice storm, which may impair the traction of Police or other City vehicles.
- 2.2.9.4** Identify and perform other emergency preparedness responsibilities, as

related to Public Works, where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3 Finance and Administrative Services**

The City of Dunwoody Finance and Administration Department is responsible for all financial operations, contract administration, administrative and facility services. Currently the City bills around 2,400 occupation and excise taxpayer businesses annually. The Department's mission is to provide all stakeholders in a transparent and efficient manner with professional, courteous, and reliable services that are timely and accurate.

The services provided by the Finance and Administration Department include:

- Administrative Assistance and Reception
- Accounting
- Budgeting Services
- Revenue Control
- Purchasing Services
- Risk Management

#### **1.3.1 General Requirements**

Contractors responding to the Finance and Administrative scope of work shall perform the following services:

- 1.3.1.1** Identify and perform Finance and Administrative assistance where the firm reasonably anticipates needs, which are not specifically set forth below.
- 1.3.1.2** Provide services under the direction of the City Manager and/or City Finance Director or designee. The Finance Director is a City employee.
- 1.3.1.3** 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.
- 1.3.1.4** Provide supervision of Contractor(s) staff providing Finance and Administrative Services to ensure that all contractual requirements are performed effectively and efficiently. The City Finance Director will provide day-to-day operational supervision for department staff.
- 1.3.1.5** Provide a full-time, on-site Acting Finance Director during periods of leave and vacancy with the existing position, approved by the City, with full responsibility to manage all Finance staff necessary to properly perform the services, duties, and responsibilities set forth
- 1.3.1.6** Provide additional staffing resources on an as needed basis to support the

City, such as during financial audits, website updates and special projects.

- 1.3.1.7** Provide employees that are proficient with the software utilized by the Finance and Administrative Department. This, at a minimum, includes the Microsoft Office Suite.
- 1.3.1.8** Adhere to all established internal controls and procedures.
- 1.3.1.9** Perform roles related to facility management including, but not limited to, small repairs at City Hall, maintenance of building equipment such as door locks and key assignments and coordination with property management.
- 1.3.1.10** As it relates to Finance and General Administrative Services functions, track, maintain and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.
- 1.3.1.11** Have included in their staffing a fulltime Certified Public Account or Certified Public Financial Officer at all times.

### **1.3.2 Administrative Assistance and Reception**

The Contractor shall provide the following services:

- 1.3.2.1** Provide dedicated clerical and administrative support for the office of the City Manager, as well as clerical and administrative support for elected officials and the City Finance Director.
- 1.3.2.2** Receive and screen visitors and telephone calls at the reception station to be staffed by the firm at all times during the City's business hours (currently 8 am – 5 pm except for holidays), providing first-tier responses to customer inquiries.
- 1.3.2.3** Coverage for the City's front desk reception area can use other full-time contracted staff to cover the desk for short breaks during the day; but for extended period of times, such as and including lunch hours, the desk should not be covered using contracted staff dedicated to full time equivalent positions in other areas. Exceptions can be made by the City Manager or his/her designee for emergencies.
- 1.3.2.4** Ascertain the need of visitors and callers, and direct the person to the proper department or person within the municipality to meet his/her needs.
- 1.3.2.5** Collect and sign for all incoming and outgoing mail or express packages and maintain a log of packages, monetary receipts, carrier, sender, and recipient.
- 1.3.2.6** Maintain and post calendars and agendas for the City Clerk, City Manager, Mayor and City Council, as well as other City boards, commissions and

teams.

- 1.3.2.7** Coordinate travel arrangements as required under the City's travel policy for the City Manager, Mayor, City Council, and other staff as necessary.
- 1.3.2.8** Provide dedicated administrative support and services to the City Manager's departmental staff to provide relief from the management of administrative details. Screen visitors and callers to minimize unproductive and/or unnecessary interruptions.
- 1.3.2.9** Compose correspondences and respond to general inquires on behalf of the City Manager.
- 1.3.2.10** Type, proofread, edit and format meeting transcriptions and other formal correspondence.
- 1.3.2.11** Attend all City Council meetings and hearings and other meetings, as directed by the City Manager or designee.
- 1.3.2.12** Respond to all inquiries as directed.
- 1.3.2.13** Provide and maintain access to data to other City contract providers as necessary.
- 1.3.2.14** Coordinate and assist various [internal] events such as holiday luncheon and teambuilding activities.
- 1.3.2.15** Identify and perform other administrative assistance and reception where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.3 Administrative Assistance to the City Clerk**

- 1.3.3.1** Provide services under the direction of the City Manager and/or City Clerk or designee. The City Clerk is a City employee appointed directly by Council.
- 1.3.3.2** Provide dedicated, full-time, on-site clerical and administrative support for the office of the City Clerk.
- 1.3.3.3** Maintain and administer the City's system of archiving documents, records, and contracts for all City departments at the direction of the City Clerk, protecting the integrity of all public records in accordance as set forth in the Official Code of Georgia Annotated (OCGA).
- 1.3.3.4** Maintain and administer the City's document imaging system and records retention management.
- 1.3.3.5** Format, print, route and store ordinances, and resolutions for the City Clerk.
- 1.3.3.6** Manage, document and respond appropriately to open records requests on behalf of the City as directed by the City Clerk.

- 1.3.3.7** Duplicate and distribute materials for City meetings.
- 1.3.3.8** Organize and store City contracts as directed by the City Clerk.
- 1.3.3.9** Post public notices as directed.
- 1.3.3.10** Ensure compliance with all open records and open meeting laws as set forth in the OCGA and assist the City Clerk during meetings by taking attendance and recording motions and votes. The dedicated staff for the City Clerk is expected to attend all City Council meetings.
- 1.3.3.11** Perform City Clerk's responsibilities upon the City Clerk's absence.
- 1.3.3.12** Assist in the coordination of municipal and special elections, disclosure requirements, and qualifications, including, but not limited to, addressing polling station issues, preparation of ballot questions, or any other related issues arising from election matters.

#### **1.3.4 Accounting**

The Contractor shall provide the following services:

- 1.3.4.1** Provide a full-time qualified manager of all Accounting staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.
- 1.3.4.2** Maintain all financial records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB), best practices and advisories of the Governmental Finance Officers Association (GFOA) and the City's accounting manual.
- 1.3.4.3** Produce and deliver to the City Finance Director in a timely manner any and all financial information and reports as requested by the City Finance Director.
- 1.3.4.4** Assist in developing and implementing the policies and procedures established by the City Finance Director for the withdrawal/transfer and disbursement of City funds, promotion of internal controls and reporting of financial information.
- 1.3.4.5** Process all invoices presented with proper approval for payment, process only invoices presented with proper approval.
- 1.3.4.6** Promptly identify and pay all City bills and obligations, including payroll, in accordance with Georgia law and sound business practices.

- 1.3.4.7** Properly code and record all financial transactions of the City under the direction of the City Finance Director.
- 1.3.4.8** Prepare and review journal entries, direct pays and wire transfers.
- 1.3.4.9** Maintain capital asset records.
- 1.3.4.10** Maintain accounting subsidiary ledgers and supporting schedules to support account balances in the general ledger.
- 1.3.4.11** Maintain cash and investments in accordance with approved investment policies and applicable laws.
- 1.3.4.12** Identify and maintain records and accounting for all grants and capital projects.
- 1.3.4.13** Prepare responses for surveys for other governmental agencies and authorities as directed by the City Finance Director.
- 1.3.4.14** Assist the City Finance Director and City Clerk with contract administration and supervision of contracts and agreements.
- 1.3.4.15** Assist the City Finance Director with obtaining financing when necessary.
- 1.3.4.16** Prepare monthly financial reports for the City Finance Director's review in order to distribute to City Council by the fifteenth of the following month as required by the City Charter (as codified).
- 1.3.4.17** Identify and analyze financial trends and variances and report them to the City Finance Director.
- 1.3.4.18** Compile operating and financial data to assist with the preparation of the annual budget.
- 1.3.4.19** Prepare all required annual reports including the City's Comprehensive Annual Finance Report (CAFR) to be delivered to the Department of Audits within the requirements and deadlines established in OCGA.
- 1.3.4.20** Prepare a Popular Annual Financial Report (PAFR) under the requirements and guidelines published by GFOA and internal deadline requirements.
- 1.3.4.21** Coordinate and cooperate with external auditors and provide requested information and reports for year-end and interim reporting.
- 1.3.4.22** Document all accounting procedures and processes as well as perform tests and walk-throughs to ensure sound accounting procedures and processes.
- 1.3.4.23** Identify and develop a staff "Super User" of the City's financial accounting system to train and instruct City staff on the proper use of the software and processes.
- 1.3.4.24** Maintain a tickler file of all reports and deadlines completed by the City

regularly.

- 1.3.4.25** Identify and perform other accounting responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.5 Budgeting Services**

The Contractor shall provide the following services:

- 1.3.5.1** Comply with all requirements of the City Charter (as codified) specifying the requirements of budgeting for the City, including, but not limited to, Sections 5.02, 5.03 and 5.04.
- 1.3.5.2** Comply with all requirements of the budget policy as approved or amended from time to time by the Mayor and City Council and recommend amendments to the policy as needed and identified.
- 1.3.5.3** Assist the City Finance Director and City Manager as directed with budget preparation and preparation of reports and schedules.
- 1.3.5.4** Monitor City expenditures and prepare analytical reviews as directed.
- 1.3.5.5** Meet with department heads when directed and review preliminary budgets prior to developing the final City budget.
- 1.3.5.6** Assist departments throughout the year in managing budgetary thresholds. Prepare, with assistance from Marketing and Public Relations, an attractive and professional annual budget book for submission to GFOA's award program. The document shall include all required and suggested components indicated by GFOA.
- 1.3.5.7** Prepare, maintain, and update the 5-year Capital Improvement Program budget, when requested.
- 1.3.5.8** Prepare ongoing cash flow analysis, financial reports, planning models and trend analysis to assist in short, and long term financial planning as directed by the City Finance Director.
- 1.3.5.9** Serve as a liaison with all City departments on budget preparation and administration.
- 1.3.5.10** Provide materials, schedules, and other documentation for all budget meetings, hearings and public meetings.
- 1.3.5.11** Identify and perform other budget responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.6 Revenue Control**

The Contractor shall provide the following services:

- 1.3.6.1** Maintain and improve, where possible, the City's processes and procedures that identify, record and secure all City revenues.
- 1.3.6.2** Maintain all revenue control records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards, and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA).
- 1.3.6.3** Produce and deliver to the City Finance Director in a timely manner any and all revenue control information and reports as requested by the City Finance Director.
- 1.3.6.4** Coordinate collection of all City-collected fees received by other departments.
- 1.3.6.5** Reconcile cash receipts collected daily and prepare daily deposits for the bank.
- 1.3.6.6** Identify record and report relevant accounting performance measurements.
- 1.3.6.7** Document all revenue control procedures and processes as well as perform tests and walk-throughs to ensure sound revenue control procedures and processes.
- 1.3.6.8** Identify and develop a staff "Super User" of the City's revenue control processes to train and instruct City staff on the proper use of the software and processes.
- 1.3.6.9** Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standard changes.
- 1.3.6.10** Identify and perform other revenue control responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.7 Purchasing Services**

The Contractor shall provide the following services:

- 1.3.7.1** Comply with all requirements of the City Charter (as codified) specifying the requirements of procurement of the City, including, but not limited to, Sections 5.05 and 5.06.
- 1.3.7.2** Comply with all requirements of the Purchasing Policy as approved or amended from time to time by the Mayor and City Council, as well as

recommend amendments to the policy as needed and identified.

- 1.3.7.3** Manage and maintain the requisition and purchasing process in compliance with applicable laws and the adopted purchasing policy.
- 1.3.7.4** Monitor departmental expenditures against available budget for purchases.
- 1.3.7.5** Maintain all purchasing records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA) and/or the National Institute of Governmental Purchasing (NGIP.)
- 1.3.7.6** Produce and deliver to the City Finance Director in a timely manner any and all purchasing information and reports as requested by the City Finance Director.
- 1.3.7.7** Identify and take advantage of all available discounts through purchases or competitive contracts with other governments for City purchases.
- 1.3.7.8** Prepare and maintain contracts and contract files, while also coordinating with the City Clerk for proper maintenance of City contracts.
- 1.3.7.9** Manage and maintain vendor information and registration within the City's financial reporting system.
- 1.3.7.10** Evaluate vendor performance, addressing vendor performance issues and removing vendors from eligible list when issues are not resolved. This includes, but is not limited to, preparing a contract compliance checklist for every formal procurement and ensuring its timely completion during the term of each contract.
- 1.3.7.11** Manage and maintain the City's procurement.
- 1.3.7.12** Prepare solicitations and oversee the competitive procurement process for projects funded through the City.
- 1.3.7.13** Coordinate, as needed, with the City Attorney on issues that may arise during the procurement process.
- 1.3.7.14** Prepare, manage, and oversee competitive procurement processes, including coordination with other City departments.
- 1.3.7.15** Reconcile encumbrances to the general ledger as requested by accounting.
- 1.3.7.16** Maintain inventory of all furniture, fixtures, supplies, and equipment that do not qualify as capital assets.

- 1.3.7.17** Document all purchasing procedures and processes as well as perform tests and walk-throughs to ensure sound purchasing procedures and processes.
- 1.3.7.18** Identify and perform other purchasing responsibilities where the Contractor reasonably anticipates needs, which are not specifically set forth above.

### **1.3.8 Risk Management**

The Contractor shall provide the following services:

- 1.3.8.1** Design, implement, manage, document, and maintain a citywide risk management program.
- 1.3.8.2** Design, implement, manage, document, and maintain an organized and scheduled safety-training program to assist departments on risk management program processes and risk-reduction procedures.
- 1.3.8.3** Design, implement, manage, document, and maintain a risk management claims review process.
- 1.3.8.4** Recommend and advise the City's Finance Director of the appropriate amounts and types of insurance.
- 1.3.8.5** Assist in the procurement of all necessary insurance.
- 1.3.8.6** Process and assist in the investigation of insurance claims, coordinating with legal representation as needed.
- 1.3.8.7** Review insurance policies and coverage amounts of contractors and make recommendations for changes.
- 1.3.8.8** Document all risk management procedures and processes as well as perform tests and walk-throughs to ensure sound risk management procedures and processes.
- 1.3.8.9** Identify, record and report key performance indicators relevant to risk management.
- 1.3.8.10** Identify and perform other risk management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.9 Liaison with Financial System Provider**

The Contractor shall provide the following services:

- 1.3.9.1** Designate one or more individuals to act as superusers with the City's financial system provider, currently Tyler Technology.

- 1.3.9.2** Compile weekly reports to the Finance Director of all outstanding issues with the vendor and potential paths to resolution.
- 1.3.9.3** Liaison with the City's Information Technology provider to develop both a short-term (one year) and long term (two to five years) to improve the City's financial system.
- 1.3.9.4** Develop financial reports extracted from the system and train departmental users in how to run them.

## **1.4 Planning and Zoning**

The goal of the Planning and Zoning Department is to promote and protect the City through planning and development practices while providing professional and efficient customer service. The Planning and Zoning Department is responsible for working with the citizens of Dunwoody, Boards, and Commissions, the development community and the elected officials while managing current and long-range planning, and land development.

### **1.4.1 General Requirements**

Contractors responding to the Planning and Zoning scope of work shall perform the following services:

- 1.4.1.1** Provide services under the direction of the Community Development Director or designee. The Community Development Director is a City employee.
- 1.4.1.2** Provide a full-time, on-site Acting Community Development Director during periods of leave and vacancy with the existing position, approved by the City, with full responsibility to manage all Planning and Zoning Department as well as Inspections and Permitting staff necessary and proper to perform the services, duties, and responsibilities set forth.
- 1.4.1.3** 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.
- 1.4.1.4** Provide a supervision of Contractor(s) staff providing Planning & Zoning Services to ensure that all contractual requirements are performed effectively and efficiently. This may be accomplished with a Deputy Director (full-time). The City Community Development Director will provide day-to-day operational supervision for department staff.
- 1.4.1.5** Develop capital improvement plans for applicable Planning and Zoning service areas.
- 1.4.1.6** Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.
- 1.4.1.7** Provide supervision of Contractors and consultants providing Planning and Zoning services to ensure that all contractual requirements are performed effectively and efficiently.
- 1.4.1.8** Verify and update all information provided or obtained from other sources.
- 1.4.1.9** Attend City meetings to represent Planning and Zoning as required and directed by the City.

- 1.4.1.10** Track, maintain, and report in a timely manner on key performance indicators for Planning and Zoning established by the City in consultation with the Contractor.
- 1.4.1.11** Identify and perform other Planning and Zoning assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

#### **1.4.2 Planning and Zoning Services**

The Contractor shall provide the following services:

- 1.4.2.1** Staff (as needed to meet the requirements herein) and maintain the Planning and Zoning Department for the City.
- 1.4.2.2** Regularly provide updated information to builders and developers regarding policies and procedures adopted by the City related to land use planning within the city.
- 1.4.2.3** Provide information to the public as it relates to all land development activities within the City.
- 1.4.2.4** Manage the development, maintenance and updating of land use and zoning maps as required by state and local agencies.
- 1.4.2.5** Review, revise, and update policies and procedures manual which outlines all planning and zoning activities, and develops schedules and time frames for processing all land development activities (including zoning).
- 1.4.2.6** Regularly inform key City officials of all relevant and applicable zoning and/ or planning issues.
- 1.4.2.7** Review, revise, develop, and implement, in coordination with the City Manager, procedures for the issuance of certificates of use. Contractor shall verify that all business license applications meet the City's zoning codes prior to their issuance by the Finance and Administration department.
- 1.4.2.8** Provide support and assistance for updates to the City's zoning code.
- 1.4.2.9** Provide the services of a trained and qualified Arborist.
- 1.4.2.10** Develop Request for Proposals (or other formal solicitations) when directed by the City.
- 1.4.2.11** Provide full support for all boards, committees, and advisory groups established by Council including, but not limited to, , Construction Board of Adjustments and Appeals, Design Review Advisory Committee, Planning Commission, Sustainability Commission, and Zoning Board of Appeals.

- 1.4.2.12** Develop recommendations on how to improve the operations of all boards, committees, and advisory groups served by Planning and Zoning.
- 1.4.2.13** Identify and perform other planning and zoning responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- 1.4.2.14** Provide for plats, land disturbance, buildings, architectural, engineering, fire, signs, and any other plan review in 7 (seven) calendar days on the first submittal by the design professional, 5 (five) days on the second review and 3 (three) days on the third review.

## 1.5 Information Technology

The Information Technology Department is responsible for maintaining, supporting, engineering, and updating the City's IT infrastructure and all communication systems. The City of Dunwoody owns all systems and software currently utilized by City employees. The local area network is TCP/IP based and IPV6 compatible. The computer network is based on Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional Suite. The IT Department manages the City's website and the content within. Furthermore, the IT Department provides 24/7 troubleshooting assistance to users of the system as necessary (Police). See Appendix C for a complete list of the hardware and IT systems utilized by the City of Dunwoody.

### 1.5.1 General Requirements

Contractors responding to the Information Technology scope of work shall perform the following services:

- 1.5.1.1** Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.
- 1.5.1.2** Provide services under the direction of the City Manager or designee.
- 1.5.1.3** Provide an Information Technology Manager, approved by the City, with full responsibility to manage all Information Technology Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.
- 1.5.1.4** Provide mid-to-upper level specialist support primarily (but not solely) responsible for the design and implementation of Public Safety systems, and providing technical assistance to IT team members with the proper integration and support of Public Safety systems.
- 1.5.1.5** Provide the City with a primary contact who shall be available to the City in person as needed or by telephone on a twenty-four (24) hour basis, seven (7) days a week.
- 1.5.1.6** Provide supervision of subcontractors providing Information Technology services to ensure that subcontractors perform all contractual requirements effectively and efficiently.
- 1.5.1.7** Track, maintain, and report in a timely manner on key performance indicators for IT services established by the City in consultation with the Contractor
- 1.5.1.8** Identify and perform other Information Technology assistance where the

firm reasonably anticipates needs, which are not specifically set forth above.

### **1.5.2 Information Technology Infrastructure**

The Contractor shall provide the following services:

- 1.5.2.1** Provide purchasing assistance, install, configure, and maintain any additional hardware and software required to satisfy all City's operational needs.
- 1.5.2.2** Assist, administer, and troubleshoot the City's website. The City will pay for major upgrades and maintenance separately.
- 1.5.2.3** Maintain and regularly update hardware and software utilized by the City for efficient service delivery and administrative functions. Hardware includes, but is not limited to, desktop computers, laptop computers, peripherals, cell phones, mobile devices, copiers, printers, scanners, faxes, plotters, cameras, projectors, and audio recorders. Software includes, but is not limited to, systems for accounting, human resources, work order tracking, public works, capital planning, court management, police force, agenda and document management, and geospatial information system (GIS) integration.
- 1.5.2.4** Provide the expertise for planning, installation, configuration, and maintenance of all City IT systems to ensure that systems are interoperable and continuity is maintained during turnover of City personnel and Contractors. Contractor shall develop/update an IT Strategic Plan annually during the budget preparation process (currently mid-year).
- 1.5.2.5** Manage the inventory and licensing of all IT assets and report discrepancies to the City Finance Director.
- 1.5.2.6** Maintain software and hardware interoperability among users and systems. The local area network is TCP/IP based and IPV6 compatible. The computer network is based on Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional suite.
- 1.5.2.7** Maintain an appropriate replacement program for all computers and equipment. The City covers all hard costs for replacement of hardware and software. Provide cost budgets for any IT project, including replacement projects, when the cost is anticipated to exceed \$10,000.
- 1.5.2.8** Provide all users with email for internal and external communications, common contact lists, and scheduling.
- 1.5.2.9** Maintain disaster recovery and IT business continuity plans and ensure that compliance is periodically validated.

- 1.5.2.10** Provide 24/7 troubleshooting for all Citywide IT systems.
- 1.5.2.11** Develop request for proposals when directed by the City.
- 1.5.2.12** Archive and retrieve all emails to comply with open records requests.
- 1.5.2.13** Provide for the centralized, electronic storage of the City's documents. Provide virtual private network (VPN) connectivity for remote users.
- 1.5.2.14** Maintain all communications systems including VOIP, VOIP Fax, VPN and wireless systems. Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.
- 1.5.2.15** Administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.
- 1.5.2.16** Administer network services including, but not limited to, Active Directory, *Dynamic Host Configuration Protocol (DHCP)*, *Domain Name System (DNS)*, *Remote Procedure Call (RPC)*, *Internet Information Services (IIS)*, and Print.
- 1.5.2.17** Provide general software user support and coordinate support with software providers when needed.
- 1.5.2.18** Administer the Microsoft SQL server and provide connectivity to City applications requiring database storage and services. Coordinate the procurement, installation, configuration, and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.
- 1.5.2.19** Upon request, provide schema and any database data in a standard SQL format for importation into a non-contractor database.
- 1.5.2.20** Identify and perform other IT infrastructure responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.5.3 Security Component for Information Technology**

The Contractor shall provide the following services:

- 1.5.3.1** Maintain the numerous security components that must be addressed including: ensure data security and integrity with nightly backups; provide anti-virus, anti-malware, anti-spam, and patch management; provide firewall protection for the local area network; provide a virtual private network connectivity for remote users; and administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.
- 1.5.3.2** Provide technical solutions such as SSL to secure all Internet

communications to protect the privacy of the citizens of Dunwoody and the integrity of its software systems. Additionally, the Contractor will be responsible for ensuring security for new City software systems including, but not limited to, finance, personnel, municipal court, and public safety.

- 1.5.3.3** Ensure data security and integrity with a nightly backup (with offsite storage) and the ability to restore from a central location.
- 1.5.3.4** The backup site does not have to be hot. A reasonable expectation for the restoration of documents and emails is two hours and restoration of services within four hours.
- 1.5.3.5** Provide firewall protection for the local area network.
- 1.5.3.6** Identify and perform other IT security management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

#### **1.5.4 Geographical Information System (GIS)**

The Contractor shall provide the following services:

- 1.5.4.1** Manage the existing GIS system as well as for the service, update and maintenance of the GIS databases on not less than a monthly basis.
- 1.5.4.2** Review data contained within the existing GIS system, and coordinate with all other necessary City personnel to obtain pertinent data to be included within the GIS. Determine necessary documentation as well as coordinate and implement the physical retrieval, reproduction, and storage of the transferred records.
- 1.5.4.3** Maintain one employee available during business hours capable of operating, printing, and extracting information, including maps, from the GIS System in a timely manner as directed by the City Manager or department head.
- 1.5.4.4** Provide the public with access to limited City GIS files through the City website as directed.
- 1.5.4.5** Maintain, develop, implement, and improve GIS standards, policies, and procedures.
- 1.5.4.6** Maintain all existing and future GIS data layers.
- 1.5.4.7** Develop new data layers and maps requested by the City or its contractors to meet business needs.
- 1.5.4.8** Provide any GIS related information and/or data in response to requests and needs of City personnel as well as any IT Department employees who may be engaged in City of Dunwoody Planning and Zoning projects.

- 1.5.4.9** Identify and perform other GIS related responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

## 1.6 Permitting and Inspections

Providing top quality facilities to live and conduct business is a key goal of the City of Dunwoody, which prompted the City to creating a standalone Permitting and Inspection Department. This Department processes all building and special event permits, provides building inspections, fire services and provides code enforcement (compliance) services. The City believes that this combination of services should reduce the number of code offenders, while decreasing expenses and time required for correcting code violations.

In 2019, the City of Dunwoody conducted 4,769 inspections for numerous locations including, new buildings, additions, residential work, commercial work, renovations, electrical systems, plumbing systems replacement of water heaters, water lines and drains, and HVAC (heating, ventilating, and air-conditioning systems). In addition, the City processed 1,467 permits for Land Disturbance Permits, Commercial or Multi-Family Residential, Single-Family Residential, and Roof Replacements. The City's fee schedule is viewable at:

[http://dunwoodyga.gov/index.php?section=departments\\_community\\_development\\_permits\\_fee\\_schedule](http://dunwoodyga.gov/index.php?section=departments_community_development_permits_fee_schedule)

### 1.6.1 General Requirements

Contractors responding to the Permitting and Inspections scope of work shall perform the following services:

- 1.6.1.1** Provide services under the direction of the Community Development Director or designee. The Community Development Director is a City employee.
- 1.6.1.2** 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.
- 1.6.1.3** 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.
- 1.6.1.4** Verify and update all information provided or obtained from other sources.
- 1.6.1.5** Review, update, develop, and implement, in coordination with the Community Development Director, a plan for an on-going Code Enforcement department process for the City.

- 1.6.1.6** Permitting and Inspections Department will remedy violations on City Right of Ways as well as private and commercial property. The enforcement officer shall be responsible for enforcing ordinances as directed by the City.
- 1.6.1.7** Coordinate with City of Dunwoody Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.
- 1.6.1.8** Enforce housing code standards.
- 1.6.1.9** Issue permits for special events at the direction of the Planning and Zoning Department and collect permit fees.
- 1.6.1.10** Maintain system of standards for taxi and limousine licensing and compliance; including periodic review of standards for improvements and modifications.
- 1.6.1.11** Provide advice and guidance to City staff, advisory groups, boards, and commissions on issues related to permits and inspections.
- 1.6.1.12** 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.
- 1.6.1.13** Identify and perform other Permitting and Inspections assistance where the firm reasonably anticipates needs, which are not specifically set forth above.
  - 1.6.1.14** Provide for plats, land disturbance, buildings, architectural, engineering, fire, signs, and any other plan review in 7 (seven) calendar days on the first submittal by the design professional, 5 (five) days on the second review and 3 (three) days on the third review.

## **1.6.2 Building Permitting and Inspection**

The Contractor shall provide the following services:

- 1.6.2.1** The Building Permitting and Inspections services shall include, establishing, staffing, and maintaining the Inspections and Permitting Departments for the City.
- 1.6.2.2** Review, revise, develop, and implement, in coordination with the Community Development Director, the City's existing plan review and permitting process.
- 1.6.2.3** Maintain the City of Dunwoody's status as Local Issuing Authority (LIA) registered with the State of Georgia. Contractor shall include a fee schedule for the proposed plan review and permitting process, which the

City could adopt as necessary. Review, revise develop and implement, in coordination with the City, the City's existing building permitting process for the City including response time standards.

- 1.6.2.4** 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.
- 1.6.2.5** 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.
- 1.6.2.6** 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.
- 1.6.2.7** 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.
- 1.6.2.8** Manage and maintain Permits and Inspection data and integrate it into the City of Dunwoody database regularly.
- 1.6.2.9** Manage and maintain the web accessible database and filing system, record retention program, and schedule for Permits and Inspections Documents that allows permit applicants to check status of Permits and Inspections via the Internet.
- 1.6.2.10** Review, revise, and update the current methods used to incorporate Energy Efficient and sustainable Leadership in Energy & Environmental Design (LEED) standards into the permit and inspection process.
- 1.6.2.11** Identify and perform other building permitting and inspection responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- 1.6.2.12** Provide for a Building Official (full time) who oversees the activities of the Permit and Inspection staff

### **1.6.3 Code Compliance**

The Contractor shall provide the following services:

- 1.6.3.1** Ensure that the City meets housing codes.
- 1.6.3.2** Review and revise, in coordination with the City, a plan for an on-going code compliance process for the City.

- 1.6.3.3** The code compliance department 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.
- 1.6.3.4** Coordinate with the City's Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.
- 1.6.3.5** Issue permits for special events at the direction of the Planning and Zoning Department, and collect permit fees.
- 1.6.3.6** Identify and perform other code compliance responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- 1.6.3.7** Code enforcement officers may be required to work on the weekend as well as during the week.
- 1.6.3.8** All complaints for code violations will be acknowledged within 24 hours of time that we receive the complaint, except for complaints on the weekend, the response shall be on Monday before 12:00 pm.
- 1.6.3.9** Seventy five percent (75%) of the code enforcement complaints shall be investigated within 3 days of receiving the complaint.

#### **1.6.4 Fire Services**

- 1.6.4.1** Provide fire life safety and accessibility plan reviews and inspections required for building renovation and new construction. These same services are currently offered by the DeKalb County Fire Marshal's office. Customers should be offered an option to have these services provided by the City or at the customer's option, they can have DeKalb County provide these services.
- 1.6.4.2** Provide fire plan reviews and inspection services by staff holding appropriate ICC certifications necessary to provide these services.
- 1.6.4.3** Provide all fire plan reviews and inspections within a reasonable time period that is consistent with key performance indicators established by the City.

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

#### **1.6.5 Business License**

- 1.6.5.1** Bill and collect business occupation taxes and review the calculation of

fees and charges for accuracy.

- 1.6.5.2** Cooperate with contractors auditing City revenue sources to provide reports and supporting documents necessary for efficient revenue audit programs. Develop and implement programs to identify businesses and improve compliance with the collection of occupation taxes.
- 1.6.5.3** Ensure no revenue is lost due to missing a deadline.
- 1.6.5.4** Coordinate with local, state, and federal agencies charged with collection and disbursement of taxes, assessments, fees, charges and other impositions to ensure full and timely collection of all monies due to the City.
- 1.6.5.5** Process applications, issue designated licenses and permits and calculate related fees and charges appropriately.
- 1.6.5.6** Collect and record revenue payments from customers for various City revenue sources while ensuring the customer's account is properly credited.
- 1.6.5.7** Greet public and answer routine questions associated with collection of taxes, fees, assessments or other charges during established business hours.
- 1.6.5.8** Collect excise taxes from commercial sources and prepare reports for management review.
- 1.6.5.9** Maintain and update the City's database of businesses within the City's financial reporting system.
- 1.6.5.10** Reconcile cash receipts collected daily and prepare daily deposits for the bank.
- 1.6.5.11** Identify record and report relevant accounting performance measurements.
- 1.6.5.12** Document all revenue control procedures and processes as well as perform tests and walk-throughs to ensure sound revenue control procedures and processes.
- 1.6.5.13** Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standard changes.
- 1.6.5.14** Identify and perform other revenue control responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

## **1.7 Parks and Recreation**

The City of Dunwoody 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 nine major parks with combined land space of over 192 acres. These parks are home to several major events each year and offer a variety of activities including skateboarding, tennis, and more.

### **1.7.1 General Requirements**

Contractors responding to the Parks and Recreation scope of work shall perform the following services:

- 1.7.1.1** Provide services under the direction of the City Manager and/or Parks and Recreation Director or designee. The Parks and Recreation Director is a City employee.
- 1.7.1.2** Provide a minimum of two operations staff over maintenance and enhancements of the park facilities and a minimum of two recreation staff over recreation programs and facility rentals. approved by the City, with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved staff without written approval of the City, which approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.
- 1.7.1.3** Provide supervision of Contractor(s) staff providing Parks and Recreation Services to ensure that all contractual requirements are performed effectively and efficiently. The City Parks and Recreation Director will provide day-to-day operational supervision for department staff.
- 1.7.1.4** 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.
- 1.7.1.5** Provide off-hours emergency service and support on a twenty-four (24) hour basis, seven (7) days a week.
- 1.7.1.6** Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for

facility maintenance.

- 1.7.1.7** Coordinate the development of bid specifications, proposal review and evaluation, and the award process.
- 1.7.1.8** Oversee the department budget and monitors expenditures.
- 1.7.1.9** Review development of construction plans and ensures compliance with specifications.
- 1.7.1.10** Provide supervision of Contractors providing Parks and Recreation Services to ensure that all Contractors perform contractual requirements effectively and efficiently.
- 1.7.1.11** Verify and update all information provided or obtained from other sources.
- 1.7.1.12** Comply with all local, state, and federal regulations applicable to performing work within a City park or recreational facility.
- 1.7.1.13** As it relates to Parks and Recreation, the Contractor shall track, maintain, and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.
- 1.7.1.14** Identify and perform other Parks and Recreation assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

## **1.7.2 Parks Maintenance**

The Contractor shall provide the following services:

- 1.7.2.1** Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities. Supervisory duties include, but not limited to prioritizing and assigning work; conducting performance evaluations of contracted staff as well as reviewing proposals for contract renewals; ensuring staff are adequately trained; and ensuring contracted staff are following City policies, procedures and guidelines.
- 1.7.2.2** Oversee contracts responsible for the maintenance of City parks. This includes internal and external cleaning of all facilities daily, mulching, and playgrounds.
- 1.7.2.3** Ensure repairs are completed in a timely manner including, but not limited to:
  - Painting over or removal of graffiti
  - Mowing and trimming

- Applying top dressing, dragging, aerating and lining athletic fields
- Repairing or replacing broken windows
- Repairing or replacing damaged or missing park signs
- Repairing or replacing broken toilets and other bathroom facilities
- Removing debris
- Repairing or placing lighting in all recreational and park areas
- Removal of trees when necessary

**1.7.2.4** Review, revise, develop, and recommend to the City Manager short, mid, and long range plans for capital improvements.

**1.7.2.5** Conduct all activities necessary to identify, develop and prepare submissions for any federal, state, or local funding and grant programs for improvements to the Park and Recreation system within Dunwoody, and provide fund oversight as required by law.

**1.7.2.6** Maintain all Parks and Recreational facilities as outlined in the above activities including:

- Dunwoody Park and Nature Center
- The Donaldson-Bannister Farm
- North DeKalb Cultural Center
- Windwood Hollow Park
- Brook Run Park
- Vernon Oaks Park
- Georgetown Park
- Pernoshal Park
- Dunwoody Trailway
- North Shallowford Annex
- Perimeter Center East Park Property
- Waterford Park Property
- Austin Elementary School Park Property
- Other recreational facilities acquired by the City during the term of the contract

**1.7.2.7** Identify and perform other park maintenance responsibilities to ensure safety and cleanliness, where the firm reasonably anticipates needs, which are not specifically set forth above.

**1.7.2.8** Inspects parks and community facilities to ensure safety, cleanliness, and project tasks are completed properly.

**1.7.2.9** Oversee the maintenance of recreational fields such as applying top

dressing, dragging, aerating, and lining fields.

**1.7.2.10** Oversee the maintenance (including janitorial maintenance) in parks and community facilities.

**1.7.2.11** Oversee all repairs within parks and community facilities.

### **1.7.3 Recreation**

The Contractor shall provide the following services:

**1.7.3.1** Develop and/or maintain short, mid, and long-term plans for capital improvements and implement said plans, as directed.

**1.7.3.2** Plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities.

**1.7.3.3** Plan, recommend, implement, and coordinate staffing for planning and promoting, of recreational programs and special events sponsored by the City. These special events may include, but are not limited to festivals, ceremonies, and 5Ks.

**1.7.3.4** Coordinate with Park and Recreation staff to ensure dates for events scheduled in connection with facility activities do not conflict with any other City activities.

**1.7.3.5** Coordinate preparation and cleanup for all recreational activities upon closure of events.

**1.7.3.6** Administer all contracts with private instructors programs.

**1.7.3.7** Coordinate the reservation and payments for all park rental facilities.

**1.7.3.8** Manage and administer the collection of all fees and revenues from City provided recreational programming, devise, and implement a system for the security of all revenues collected.

**1.7.3.9** Coordinate specified aspects of utilization of parks with emergency management procedures of local, state, and federal agencies.

**1.7.3.10** Manage all planning, implementing and coordinating of staffing for the planning and promoting of recreation programs and special events.

**1.7.3.11** Plan, implement, and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.

**1.7.3.12** Establish, operate, and oversee all aspects of emergency management procedures with local, state, and federal agencies to ensure safe recreational system.

**1.7.3.13** Maintain and update a programming and management plan for the

continued operation of City resources, including but not limited to the Brook Run Skate Park and the North Shallowford Annex

- 1.7.3.14** Identify and perform other recreation services responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

## **1.8 Facilities Management**

Facilities Management oversees maintenance and operations of the City's two main properties: Dunwoody City Hall (4800 Ashford Dunwoody Rd, Dunwoody GA 30338) which was occupied by staff in the winter of 2017/2018. The facility is a building of approximately 45,532 square feet consisting of two stories. All city departments are primarily located at this facility. In the fall of 2019, the City also opened the North Shallowford Annex a.k.a. the Annex (4470 North Shallowford Rd, Dunwoody GA 30338). The facility is a building of approximately 13,675 square feet consisting of two stories. The building's main purpose is to house police training and citizen recreational programming activities.

The Contractor will act as the primary point of reference for maintenance of these two facilities, the emergency contact for any related issues, and perform custodial work of the building and grounds. The Contractor may do it through their own staff or subcontract out duties; however, the operator will be responsible for all subcontractor performance. For this RFP, only these two buildings will be included in the scope; however, the City may negotiate with the selected Contractor a later date should additional City properties be added during the contract.

### **1.8.1 General Requirements**

Contractors responding to the Facilities Management scope of work shall perform the following services:

- 2.8.1.1** Have a 24 hours a day, seven days a week contact to respond to emergency maintenance issues.
- 2.8.1.2** Daily weekday cleaning of the exterior and interior of both buildings, including at least one individual to be on one of the two sites for custodial issues and minor repair work during normal working hours. Daily exterior cleaning includes sweeping and litter pickup on the grounds. Daily interior cleaning includes thorough cleaning of all restrooms, locker rooms, break rooms, public areas, and common areas. A night crew cleaning will be required each workday. After hour night crew's duties will also include garbage/recycling removal and vacuuming each weekday. City council meetings, town halls, and some commission or committee meetings will occur at night or weekends. If requested, the after hour night crew may be requested to start their cleanup after that meeting.
- 2.8.1.3** Stocking of normal consumable rest room and breakroom supplies will be coordinated by the operator; though the cost for supplies will be borne by the city, unless there is a cost savings through the Contractor.
- 2.8.1.4** Having, at minimum, one individual available during normal working hours

to handle routine repair work and minor manual labor at both City Hall and the Annex. Staff may be the same as those handling most custodial duties during this time and does not necessarily need to be on premise during all working hours, but readily available. If the normal custodial staff can handle the request, there will be no additional charge to the city. If other staff is needed, that will be considered a major repair and the City must approve their use beforehand and the City will be charged a predetermined per hour rate plus parts required for repair.

- 2.8.1.5** Scheduling and overseeing major repair work on City Hall or the Annex. Operator may act on behalf of the City on these projects by selecting and coordinating vendors. Major repair work must be pre-approved by the City before commencement except in emergency matters. Major repair work includes specialized building maintenance, such as HVAC or plumbing or minor repair work, such as drywall or painting that takes over an hour to complete.
- 2.8.1.6** Weekly landscaping services during all months, except for December, January, and February. This includes season replenishment of floral landscaping twice a year.
- 2.8.1.7** Coordinating and overseeing maintenance of life, safety, and comfort operations of the buildings, including but not limited to:
  - 2.8.1.7.1** Maintenance of all HVAC systems, at least quarterly;
  - 2.8.1.7.2** Maintenance of backup generator systems, at least twice a year, though fuel purchases will be considered a utility cost to be borne by the City below;
  - 2.8.1.7.3** Elevator maintenance and inspection as required by law and best practices;
  - 2.8.1.7.4** Fire alarm and fire suppression systems as required by law and best practices;
  - 2.8.1.7.5** Evacuation drills of staff and tenants performed on a best practices service level;
  - 2.8.1.7.6** Pest and rodent extermination at least monthly;
  - 2.8.1.7.7** Exterior window cleaning at least twice a year and interior cleaning at least annually;
  - 2.8.1.7.8** Carpet and floor cleaning, at least quarterly or twice a year as traffic demands in a given area;
  - 2.8.1.7.9** Cleaning of ice machines and water system filter replacement in water fountains and refrigerators;
  - 2.8.1.7.10** Having access to standard cleaning equipment

necessary to perform all functions; and

**2.8.1.7.11** All of the above areas will be included in the monthly fee charged the City.

- 2.8.1.8** Obtaining security clearances through the Dunwoody Police Department for all employees who will have to work unsupervised in a secure area. Operators will also be responsible for supervising contractors who do not have a clearance.
- 2.8.1.9** Suggesting to city management any major capital improvements needed to the building and working with city staff to determine the best method to obtain those improvements also suggesting operational changes in each facility to reduce costs or improve performance. The Contractor will provide a quarterly report to the City indicating they have reviewed the facilities and found them to either needing no capital improvements or provide the City a list of those improvements.
- 2.8.1.10** For any situation where the City has a tenant in the building and has a contractual relationship to perform services for the tenant that are described in this scope of work, it will be understood that the operator will be performing them for the tenant also.
- 2.8.1.11** The Contractor will work with the City's representative to craft the annual budget for cost such as utilities and supplies.
- 2.8.1.12** The Contractor will have the authority to enter the premises as necessary to perform the duties outlined in this scope of work.
- 2.8.1.13** The Contractor will not be responsible for the costs of the following:
- 2.8.1.13.1** Major repairs as outlined above.
  - 2.8.1.13.2** Utility costs of the building including but not limited to electricity, natural gas, water, phone (including emergency telephone or communication service for elevators or public safety systems) or stormwater.
  - 2.8.1.13.3** Debt service or building payments;
  - 2.8.1.13.4** Furniture for offices or common areas;
  - 2.8.1.13.5** Property insurance, though this does not eliminate the operator to have their own insurance for operations and liability;
  - 2.8.1.13.6** Normal consumable supplies for restrooms, breakroom, and common areas, though the Contractor will coordinate their purchase.
  - 2.8.1.13.7** While not being responsible, should it be desired

and advantageous to both, the City and Contractor may amend the agreement concerning costs not to be covered by the Contactor and agree for it to be paid by the Contractor as a pass through.

\* \* \* END OF SCOPE OF WORK \*\*\*

## 2. Proposal Format

### 2.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing **straightforward and concise** delineation of Bidder's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Bidders follow the format and instructions contained herein. The City factors the proposal itself when considering the Contractor's ability to deliver high quality services.

### 2.2 Proposal Submission

To support a non-biased evaluation of submitted proposals, the City is requesting Bidders to submit their proposals in two (2) individually sealed envelopes, one being the TECHNICAL proposal and the other being the COST proposal. Bidders shall submit the technical and cost proposal envelopes in one (1) sealed and marked package sent to the designated address but in separate envelopes within that package. The City will score all technical proposals first before evaluating the Cost Tables – Appendix D. Once the City evaluates all technical and cost proposals, the evaluation team will calculate the final score for each proposing Bidder for each service area.

#### 2.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- Six (6) printed and one (1) signed original; and
- One (1) electronic copy on a flash drive, in searchable PDF

The outside of the technical proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement TECHNICAL Proposal**. The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material.

If bidding on multiple service areas, Bidders should clearly divide and mark with tabs the responses for each service area.

#### 2.2.2 Cost Proposal

The cost proposal envelope shall contain only the following:

- One (1) printed and signed original; and

- One (1) electronic copy on a flash drive, in searchable PDF.

The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement COST Proposal.**

The cost proposal envelope should contain, at the minimum, Appendix D – Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also provide detailed costing information for each service area for which they respond. In addition, Bidders should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members. The City will not evaluate any additional material submitted by the Contractor.

### 3.3. Proposal Content

The City expects that all Bidders responding to this RFP will develop responses that are concise, customized, and exhaustive. Bidders responding in more than one (1) service area must clearly divide and mark with tabs responses to each service area.

The City expects technical and cost proposals to be well organized. A table of contents is required in the technical proposal. The table of contents should include, at a minimum, all listed items in the sequence indicated below in section **3.3.1 Technical Proposal Content**. In each section of the proposal, Bidders should address the items in the order as listed in the RFP. Forms provided in the RFP must be completed and included in the appropriate section of the proposal.

The technical and cost proposals shall include the following.

#### 2.3.1 Technical Proposal Content

Below is an outline of what the Technical Proposal should include. Bidders shall use tabs that clearly mark section headings, and if submitting combined bids for multiple service areas clearly divide separate service areas within each section. Bidders shall submit the technical proposal in a separately sealed envelope as specified in the section **3.2.1** of this RFP.

**The Technical Proposal Content may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above the fifty page limit in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or**

**may not be read by reviewers and will not be considered part of the official proposal.**

To aid in thorough and consistent review, Contractors shall organize and number the proposal to correspond to the proposal outline provided below. Bidders should include a table of contents. Failure to follow proposal format and content requested by this RFP may result in proposal disqualification.

#### **2.3.1.1 Letter of Transmittal**

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

- Identify the submitting organization.
- Identify the name, title, telephone number and an e-mail address of the contact person of the organization.
- Indicate which of the service area(s) the Bidder is responding.
- 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.

#### **2.3.1.2 Response to Scope of Work**

Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services. Bidders shall address each listed item in order as it appears, providing separate descriptions for each applicable service area (if bidding on multiple scopes of work). Bidders should not merely affirm an item but rather expand (concisely) how each scope item will be addressed throughout the duration of the Contract. Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. Bidders shall address each item within the scope of work for all section(s) being proposed. For example, item 2.1(f) of the general service deliverables mentions the use of key performance indicators. Here you would discuss your methodology for delivering on this requirement and/or provide examples of when you have performed similar services previously.

- Describe your firm's approach and methodology to ensure delivery of high quality services.
- Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.
- Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.
- Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract. The existing contract for these services expires at midnight on December 31, 2020.
- Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your firm's approach to support the City's environmental sustainability goals.

### **2.3.1.3 Qualifications and Experience of Firm and Staff**

#### **2.3.1.3.1 Qualifications of Firm**

This section shall 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 shall provide information pertaining to the following:

- Describe attributes, special capabilities, techniques, or resources that make your firm uniquely qualified to provide requested services.
- Discuss your firm's involvement with similar projects at the federal, state, and/or local government levels.
- State whether the Bidder has any pending litigation, and state whether the firm has had any litigation in the last

five (5) years and the outcome of such litigation.

- Describe the “back office” attributes, capabilities, and resources that will support the staff positioned at the City’s premise(s).
- 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.
- A listing of physical offices manned by at least one full-time individual on January 1, 2020 in the Atlanta MSA. The list should include street address, purpose of the business, and summary of the staff at that facility.
- A listing of ongoing similar contracts to this RFP that were in effect on January 1, 2020 in the Atlanta MSA. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.

#### **2.3.1.3.2 Qualifications of Staff**

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. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. – See Section 2.1(g) regarding staff reassignments. In addition, Bidders shall provide answers to the following:

- Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.

- Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.
- Provide resumes or professional profiles of key personnel (Directors and Managers) already identified that the Contractor would likely assign to this project.
- 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.
- The City expects Bidders responding to this RFP to provide the City with a high-level organizational chart, which should depict how the Bidder's organization intends to staff the various departments they are proposing. If a Bidder is submitting proposals for more than one (1) service area then the Bidder must provide an organizational chart for each department they are submitting. The organizational chart should include on-site, subcontracted, and Contractor-provided (back office) service positions.

#### **2.3.1.4 References**

Bidders shall submit three (3) references for similar projects. Bidders 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.

#### **2.3.1.5 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 (with the exception of Appendix D that should be a part of the COST Proposal).

#### **Technical Proposal:**

- Executed Proposal Form (Section 5 of this RFP) which includes acknowledgement of any and all Addenda to this RFP
- Executed Affidavit Verifying Status for City Public Benefit (Appendix B of this RFP)
- The Technical Proposal which may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above that in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

#### **Cost Proposal:**

- Appendix D –Cost Table (to be submitted with Cost Proposal)

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

#### **2.3.1.6 Appendices**

Bidders may attach other materials that they feel may improve the quality of their responses. Each Bidder may, but is not required to, include additional references, resumes and any 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 shall not be part of the official evaluation except to the extent they support qualifications and experience of the Bidder.

#### **3.3.2 Cost Proposal Content**

Bidder shall provide a not-to-exceed price for all services indicated in this RFP. Pricing shall show 48 payments plus an optional 12 additional payments. 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.

Bidders shall complete all parts of Appendix D – Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also

provide detailed costing information for each service area for which they respond. Cost detail shall include a figure for proposed salaries, burden factor (as a percentage of proposed salaries), and proposed profit margin on the contract (as a percentage of salaries). The combined totals of these three factors will equal the not-to-exceed price for all services as shown on Appendix D. At the conclusion of each budget year, the City will perform a salary review. The Contractor will make available for inspection reports and supporting documents (W-2's, etc) that substantiate the salaries allocated to the contracted services. Those salaries, combined with the burden percentage and profit margin, will result in the costs owed by the City for that year; up to the not-to-exceed price shown on Appendix D. If the amount owed by the City results in a refund due, the City will deduct the costs from the next month's contract. For the final year of the Contract, the City will withhold up to 15% of the final month's payment pending completion of the salary review. The exception for this will be Facilities Management which is footnoted on Appendix D.

Maintaining a highly trained and qualified staff is essential for the duration of the Contract. Accordingly, all burden ratios shall include at least 5% of the staff members' salaries to be budgeted for training and travel related to such training. The Contractor, at least annually, will consult with the City on the best use of those funds as described in Section 2.1(l). The training funding along with the burden and profitability ratios are not applicable to bidders of the Facilities Management Contract. Their price is not based on an FTE.

Additionally, Bidder should list annual rates for all team members for any additional related services that may be required beyond the scope of this RFP.

The City pays for software maintenance contracts, paving, patching, landscaping, etc. 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.

\* \* \* 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. To facilitate efficient evaluation sessions, the City asks Bidders to strictly follow the format mentioned in the RFP Section 3 – Proposal Format.

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. Proposed Management Plan and Approach of Work**

The Proposal shall outline the plan that the Bidder will use to provide the most effective delivery of services put forth by the City.

##### **B. Firm and Staff Qualifications**

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Bidder to perform requested duties and provide the services as outlined in this RFP. The Proposal shall include the resumes of those qualified personnel proposed to fill the duties of the assignments at the appropriate levels requested by this RFP.

##### **C. Cost Proposal Fee – (Submitted in a separate SEALED package from the technical proposal)**

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors. The City pays for software maintenance contracts, paving, patching, etc. 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.

##### **D. References**

Bidders shall submit three (3) references for similar projects and only three. Bidders 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.

**E. Interviews (Optional)**

At its option, the City may invite firms in for a presentation and interview.

**5. Proposal Form**

**Proposal Form  
City of Dunwoody, GA  
RFP 20-04 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 section 6.10 of the 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, 2021.

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 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 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 \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

## **6. Instruction to Bidders**

### **6.1 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.

### **6.2 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](mailto: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

of 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. The City will not price a contract for hourly rates.

### **6.3 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.

### **6.4 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.

### **6.5 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](mailto:Purchasing@dunwoodyga.gov) no later than Friday, March 27, 2020 at 2:00 pm EST. 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).

[https://dunwoodyga.gov/index.php?section=departments\\_purchasing](https://dunwoodyga.gov/index.php?section=departments_purchasing)  
<https://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>

## 6.6 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.

### **6.7 Proposal Guaranty**

A Proposal Guaranty shall not be required for this Contract.

### **6.8 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.

### **6.9 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 of time 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](mailto:Purchasing@dunwoodyga.gov). Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

### **6.10 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.

### **6.11 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:
- 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 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;

2. Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City;
  3. 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);
  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;
  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 Bidder's ability to properly perform the work; or
  6. 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.
  7. Evidence of improper communication as described in section 6.9 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 of time that is determined by the City Manager and/or City Finance Director.

### **6.12 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.

### **6.13 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.

### **6.14 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 any and 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.

### **6.15 Guaranty of Faithful Performance**

A Performance Bond shall not be required for this Contract.

### **6.16 Power of Attorney and Countersignature**

Not applicable.

### **6.17 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 of 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 6.10).
- 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.

### **6.18 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.

### **6.19 Subcontracts**

- A.** The Contractor's right to subcontract shall be governed by the provisions of Section 7.17 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.

#### **6.19 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.

#### **6.20 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.

#### **6.21 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.

#### **6.22 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.

#### **6.23 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 7.14 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.

#### **6.24 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.

#### **6.25 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.

#### **6.26 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 2021.

#### **6.27 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.

#### **6.28 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 make a determination. The decision to withhold or release the information will be at the City's sole discretion.

\* \* \* END OF INSTRUCTIONS TO BIDDERS \* \* \*

## **7. General Conditions**

### **7.1 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.

### **7.2 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 any and all licenses, registrations, or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations, and permits on the job site while performing the Contract work.

### **7.3 Work Hours**

- A.** The Contractor 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. The Contractor shall perform no work during City observed holidays without the prior written permission of the City. Work completed outside normal business hours is for the benefit of the City when disruptions can be minimized. Normally, this is scheduled well enough in advance to properly plan. While there is no standard notification period, it is typically weeks ahead of time for major projects. Basic troubleshooting often can be completed remotely via telephone, email or remote computer access. When emergencies or other unexpected events occur, there may be no advance notice provided.

- 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.)

#### 7.4 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 have someone in attendance at all times 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 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 of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City's Authorized Representative (CAR) during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, 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 (as provided in Section 7.4.I.4), 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. – See Section 2.1(g) regarding staff reassignments.

- J. The process by which the implementation partner requests the removal of a team member from the project. 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.

## 7.5 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, 2021, Contractor shall supply new vehicles necessary to perform the Contract(s). 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 as long as 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 Contractor's 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.

## **7.6 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 in order 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.

## **7.7 Performance Requirements**

- A.** The Contractor shall perform all of 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 followed at all times.
- 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 manner in which 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. Any and 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 CAR will provide for exceptions to this provision. The City's CAR will designate a person to collect these materials.

#### **7.8 Confidential Information**

- A. In the course of 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.

### **7.9 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 work day, 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.

### **7.10 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 general public who may be affected thereby.

### **7.11 Compensation - Invoice and Payment for 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 actually delivered or performed, as the case may be, 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. At a minimum, monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- 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 in excess of 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. Annually, the City will perform a salary review to reconcile the salaries paid for contracted services to the City. Contractor will make available for inspection reports and supporting documentation, sufficient to the City's reasonable satisfaction, showing the direct salaries paid to employees providing services to the City. The City will combine the salaries of the direct employees, the overhead burden ratio and profit margin to determine the amount due for the Contract year. The City will owe the lesser of the not-to-exceed amount shown in Appendix D, Page III or the combined total of the direct salaries, burden and profit margin.
- H. The Contractor shall submit all invoices to: City of Dunwoody, Georgia, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338.

#### **7.12 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 followed at all times. 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.

### **7.13 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 7.13 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 7.14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

### **7.14 Indemnification and Insurance**

- A. 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 7.14 (D) below by or in favor of any person described in Section 7.14 (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.

- B.** 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.
- C.** 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.
- D.** 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.

- E.** 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 7.14 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.
- F.** No provisions of Section 7.14 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.
- G. 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 (07/04) and CG 20 37 (07/04) 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 insured's 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. 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 Statute 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.
- K. 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.
- L. Other Insurance Requirements. All insurance policies required by Section 7.14 (G). 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.

#### **7.15 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.

#### **7.16 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 as a result 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.

#### **7.17 Subcontractors**

- A. The Contractor shall perform all of 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 has the ability to 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 7.17. 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. In the event that 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, in particular, any obligations of payment.

### **7.18 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 period 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 into 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 in particular 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.** 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.

#### **7.19 City's Authorized Representative**

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.

## **7.20 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 7.17 hereof.

## **7.21 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:

City of Dunwoody, GA  
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.

## **7.22 Nondiscrimination**

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, with regard to 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 7.22 (A) through 7.22 (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, creed, color, national origin, sex, age, marital status, or handicap 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.

### **7.23 Copying Documents**

The Contractor hereby grants the City and its agent's permission to copy and distribute any and 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 any 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.

### **7.24 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 7.14 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 and 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. In the event that 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. In particular, 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. In the event that 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. In the event that 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 of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time 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 - 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:

John Gates, Purchasing Manager  
CONFIDENTIAL – RFP 20-04  
City of Dunwoody  
4800 Ashford Dunwoody Rd  
Dunwoody GA 30338

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

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\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Name & Title, Typed or Printed

**Appendix B - Affidavit  
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 (circle 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 C - Information Technology Inventory**

The following is an overview of the City of Dunwoody IT workloads (Table 1) as well as the list of servers running business applications (Table 2).

Table 1. IT Workloads

<b>Workload Measures</b>	2011	2014	2019
Workstations Supported	105	146	162
Enterprise Applications Supported	10	14	16
Servers Supported	18	37	48
VOIP Phone Supported	85	109	152
Cell Phone/PDA's Supported	45	115	174
Mobile Broadband Devices Supported	48	63	84

<b>Productivity Measures</b>	2011	2014	2019
Service Requests Received	800	1346	1653
Service Requests Completed	800	1340	1601
Certifications/Training Courses Completed	2	2	1
Enterprise Software Deployments	3	5	3
Laptops/Desktops Installed	45	10	60
Servers Deployed	4	11	3

Table 2. Servers and Applications

Model	Manufacturer	Operating System	Applications
Poweredge R520	Dell	ESXi 6.5	ESXi 6.5
Poweredge R620	Dell	ESXi 6.5	ESXi 6.5
Poweredge R620	Dell	ESXi 6.5	ESXi 6.5
Poweredge R730	Dell	ESXi 6.5	ESXi 6.5
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Central Square RMS
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	Gears
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	CourtTran
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	P2P
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	Mob2RMS
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Domain Controller
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	City Works with SQL
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Sire OnBase
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Netwrix
VMWare	VMware, Inc.	Microsoft Windows Server 2016 Standard x64	BisCom Fax
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Microsoft Exchange
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	ESRI Server
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	NetMotion
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Windows File Share
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Tyler Incode
VMWare	VMware, Inc.		Zoom Phone Recording
VMWare	VMware, Inc.	Microsoft Windows Server 2016 Standard x64	Genetec Suite
VMWare	VMware, Inc.	Microsoft Windows Server 2016 Standard x64	Axon
VMWare	VMware, Inc.	Microsoft Windows Server 2019 Standard Evaluation x64	vShere Operations Manager
VMWare	VMware, Inc.	Microsoft Windows Server 2019 Standard Evaluation x64	vCenter
VMWare	VMware, Inc.		Cisco CUAC
VMWare	VMware, Inc.		Cisco CUCM
VMWare	VMware, Inc.		Cisco UCXN
VMWare	VMware, Inc.		Cisco CIMP

**Appendix D –Cost Table****Submitted by (FIRM) \_\_\_\_\_**

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area. The City will evaluate the qualifications of the Contractors to provide the requested services 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, as long as the responding firm possesses the required experience in all selected service areas and has the capacity to properly staff and manage the delivery of high quality services for the City.

Pricing may be, but is not required to be, included for each potential combination of service areas in addition to the individual service areas. For example, Bidder submitting a proposal for Parks and Recreation as well as Public Works may include a schedule for Parks and Recreation, a schedule for Public Works, and a schedule if awarded for both service areas. With seven service areas, this creates a potential for an excessive number of alternative pricing options. Accordingly, the City asks each Bidder to consider limiting the number of alternative schedules to the three most likely or most desirable combination of services in addition to the schedule(s) for individual service(s). Contractors may provide additional options, but they are not expected or required.

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. The amount of the amendment will be actual costs to the Contractor plus the burden and profit ratios not-to-exceed those ratios proposed in Appendix D.

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.

**Not-to-Exceed Price by Year and Service Area FIRM ( \_\_\_\_\_ )**

	<b>Not-to-Exceed Price by Year and Service Area</b>					
	<b>2021 <sup>1</sup></b>	<b>2022 <sup>1</sup></b>	<b>2023 <sup>1</sup></b>	<b>2024 <sup>1</sup></b>	<b>2025 <sup>1</sup></b>	<b>2021 - 2025</b>
<b>Public Works</b>						
<b>Finance and Administrative Services</b>						
<b>Planning and Zoning</b>						
<b>Information Technology</b>						
<b>Permitting and Inspections*</b>						
<b>Parks and Recreation</b>						
<b>Facilities Management #</b>						

\*The City requests that all Bidders proposing for the Permitting and Inspection services shall provide the City with an alternative method of calculating the contract cost in lieu of the lump sum fee and will show the fee in the table above based on a percentage of an estimated \$1,000,000 in permitting and inspection revenues. (The City generated \$2,338,399. in 2018 and \$2,403,523 in 2019.) Please provide the proposed percentage of the permitting and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Permitting and Inspections: \_\_\_\_\_%

# The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

**Submitted by (FIRM)** \_\_\_\_\_

The City will not compensate the Contractor for any “phase-in” or “ramp-up” expenses. Although services should be provided immediately upon commencement of the contract, any such costs incurred should be included in the burden ratio and spread throughout the duration of the Contract’s term. City shall pay the contractors in twelve payments for each month in accordance with the Contract’s General Conditions (Section 7.11 (B)) to be reviewed and adjusted in accordance with the Contract’s General Conditions (Section 7.11 (G)).

Alternative Option One – Service Areas Included

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternative Option Two – Service Areas Included

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternative Option Two – Service Areas Included

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contracts may present additional options but an additional option(s) is not expected or required. If submitted, please use the format provided.

**Representative Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Printed Name and Title** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Submitted by (FIRM)** \_\_\_\_\_

**Cost Table**

Please use the following table to list all proposed positions as well as potential positions that may potentially be needed later during the term of the contract. Please use a separate cost table for each Service Area. For the second column labeled "FTE Equiv", please include the anticipated percentage of time the position will spend dedicated to City contracted services. If you anticipate that percentage changing during the contract term, please use a separate line for each time it changes, as exemplified below. Alongside each position, add the not-to-exceed annual rate of compensation for each position for each year of the contract. In the final two columns, add the burden ratio and profit ratio. Burden ratio should include all non-direct labor costs including taxes and benefits, back office support and project management, communication and transportation equipment, dues and training, phase-in costs, etc. As a reminder, the burden ratio should include at least 5% of the direct labor to be used as directed by the City for training and travel related to training as specified in Section 3.3.2 (except for Facilities Management).

The total shown above in Appendix D, Page III should be the sum of the proposed positions, burden ratio and profit ratio except for Permitting and Inspections and Construction Management reflected as a percentage of revenues.

# The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

**Firm Name** \_\_\_\_\_

Firm Name: \_\_\_\_\_

Position/Action	FTE Equiv	2021 Direct Labor	2022 Direct Labor	2023 Direct Labor	2024 Direct Labor	2025 Direct Labor	Burden Ratio	Profit Ratio	Not-To-Exceed Position Price
<i>EX. Accountant</i>	1.0	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	50%	20%	\$469,678
<i>EX. Accountant</i>	0.5				\$25,000	\$26,250	50%	20%	\$87,125
<b>For Facilities:</b>									
<i>EX. Custodial/Maintenance Work</i>	NA	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	-	-	\$469,678
<i>EX. Landscaping</i>	NA	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	-	-	\$15,000
<i>EX. HVAC Maintenance</i>	NA	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	-	-	\$15,000

**Appendix E – Examples of Previous Work with Similar Operations and Clients**

The Technical Proposal Contract may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material in an **Appendix: Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

**RFP 20-04 ADDENDUM 1  
Municipal Government Services**

3-25-2020

Addendum 1 refers to the Pre-Proposal Conference scheduled at 1 p.m. ET on Monday, March 30, 2020 becoming a call in conference. See details below.

**In light of the COVID-19 pandemic, the pre-proposal conference for RFP20-04 Municipal Services will be a call in conference. It is scheduled for 1 p.m. on Monday, March 30, 2020.**

Please click the link to join the webinar: <https://zoom.us/j/378808234>

Or iPhone one-tap: US: +13126266799,, 378808234#

Or call: US: 13126266799 Code: 378808234#

**Submittal Guidelines Remain Unchanged:**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked **“John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Government Services.”** Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Monday, April 17, 2020**, at which 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. Furthermore, proposals are legal and binding when submitted.

**RFP 20-04 Addendum 2 Municipal Government Services****April 7, 2020****Questions and Answers**

1. **What is excluded from the page count? Transmittal letter, cover pages, table of contents? What is included in the 50 page limit? For instance, front and back covers, section dividers, table of contents, et cetera?** The number of pages in the PDF will consist of the pages counted towards the 50-page limit and only pages in the Technical Proposal count towards that limit. The separate Cost Proposal and/or the Appendix of Other Work is not in that total. Any Appendix or Cost Proposal should be separate PDFs from the Technical Proposal. If you are bidding on more than one area, the Technical Proposal may exceed the 50-page limit as referred to in the next question. **If proposing on multiple departments is the page limitation 50 pages per department? (We don't think that we will need nearly that many pages, but we may need some pages beyond 50 to cover multiple departments.)** The 50-page limit is per section on which you are bidding. Example: If you bid on two sections, you then have 100 pages. **Are the required forms counted as part of the 50 page limitation?** Yes, everything except the Cost Proposal and the Appendix consisting of Other Examples of Work are within the 50-page limitation. **Clarification provided in the Pre-proposal Conference contradicts verbiage in the RFP. The RFP section 2.3.1 Technical Proposal Content: "The Technical Proposal Content may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above the fifty page limit in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or may not be read by reviewers and will not be considered part of the official proposal" The Pre-proposal Conference: Mr. Vinicki commented that the 50 page limit referred to the number of pages in the pdf of the proposal. That limitation was referring only to the Technical Proposal, as references above. In summary – the 50-page limit is the Technical Proposal only and there is 50-pages per section on which one is bidding. Cost Proposal and the Appendix are separate.**
  
2. **On page 68 of the RFP is the following text: 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 than Friday, March 27, 2020 at 2:00 pm EST. This date of Friday, March 27, 2020 at 2 p.m. EST was restated to Friday, April 3, 2020 at 2 p.m. ET at the pre-proposal conference.**

3. **If we propose on multiple departments, we may need to provide more than the three reference projects. Can we provide three reference projects per department and not have the "extra" references count against the 50 page limitation?** You may provide three references for each area on which you are bidding and the 50-page reference is per area of the Technical proposal.
4. **Can you provide a list of the field service contracts held by the City, e.g. pothole patching and mowing, for the departments listed in the RFP and the number of work orders and dollar volume of activity for each for the two most recent years?** The number of field service contracts involved in all area of city operations is large and not all information is tracked uniformly. Specific open records request by subject area may provide documents to answer questions for some activities.
5. **Would the City view a bid that combined the Finance and Administration Department with any other department or departments as creating a conflict of interest?** No, it would not be viewed as a conflict of interest.
6. **Are hyperlinks to online content acceptable within the main body of the proposal?** If hyperlinks are included within the proposal, evaluators do not have to go to the hyperlink (as information on hyperlinks may change after submittal) and the individual evaluator may deem the proposer non-responsive to that part of the proposal by referring to an outside source.
7. **Can organizational charts be on 11 x 17 pages and if so would they count as one or two pages?** All proposals are to be on 50 8 ½ x 11 pages. If you have items which expand beyond that limit, they should be broken into separate pages or condensed to 8 ½ x 11.
8. **What is the breakdown on number and job title for employees currently on staff in the Planning and Zoning department, and the Permitting and Inspections department? For example, how many code enforcement officers, plan reviewers, planners, inspectors, etc.** The current contracted staffing for each department, not just Planning, can be fluid based upon the needs at a given time, some individuals working currently are fractional staff split between Dunwoody and other cities or counties. We refer all proposers to the existing contracts and amendments to those contracts for references to possible FTE alignments. **Under 1.2 of the RFP, it states: "Accordingly, head counts, existing staff evaluations, organization structures and costs may not be relevant to proposals for this RFP and should be considered only under this understanding." Understanding that past and current contractor staff supporting the City may be different than what has been provided, will the City provide historical or current FY data regarding FTEs of staff provided by contractors for each department along with position descriptions and related labor category qualifications sought by the City?** The city does not keep uniform information on contracted by department and we refer proposers to the existing contracts and amendments. **Along with labor categories and position**

**descriptions, will the City provide information regarding levels of experience for the service positions sought by the City?** The City assumes the proposals will provide the proper levels of experience to cover the scope of services.

9. **Also, will you still be requiring physical copies of the proposal to be submitted or will you be moving to an upload or email submission? In light of the COVID-19 outbreak and the subsequent obstacle to safely accessing printers and binding supplies, would the City of Dunwoody consider accepting online-only submittals?** The hard copies and delivery method will still be required. While City Hall is closed to the public, deliveries are still accepted by all couriers.
10. **Would the City delay or eliminate the requirement for a notary to attest to required signatures?** For the purpose of this proposal, the use of a notary to attest is waived. However, a notary will be needed at contract signing stage for the successful firms.
11. **Concerning Information Technology: How many full time IT employees will this IT Manager (contractor) manage? Are you replacing your whole IT full time staff, or just some key roles? Which roles?** There are no full time city employees in Information Technology; the contract would be to manage the entire department. **These mid-to-upper level specialists to primarily support public safety systems will be onsite?** Staff to assist with public safety and all non-public safety supporting staff are expected to be on site as needed to accomplish the tasks in the proposal. **Will all hardware, software, maintenance costs be covered by The City as the owner of the assets?** The cost to maintain hardware and software owned by the City will be covered by the City. Any proprietary software to be used exclusively by the chosen vendor is to be covered by the vendor.
12. **First, which City staff members (direct or contracted) have been asked to serve as an evaluator on the proposals?** Exact membership of all City staff members has not been determined given the current COVID-19 pandemic, but fulltime department heads will be an evaluator over their areas and no contractor will be allowed to evaluate any proposal or participate in its review. **Secondly, will any contracted personnel (including the purchasing manager) have access to the technical or pricing proposals before they are available to Council as a recommendation or otherwise made public?** With the exception of the purchasing manager, contracted staff will not participate in any part of the evaluation process. The purchasing manager will be acting in an administrative duty only and not as an evaluator. Contracted staff will have access to any records available under the Georgia Open Records Act as if they were not working for the City.
13. **What are the problem areas and trouble shooting involved with the website today?** Currently, IT staff work trouble shooting minor website issues and working with the third party application, but the majority of issues are addressed by the third party vendor. **If there are additions or changes need, how is that process handled?** If

additional work outside of the scope is needed a contract amendment would be required. It would have to be approved by Mayor and Council.

14. On the cost table, example shown on page 112 of the RFP. Can a firm choose to combine the Burden Ratio and Profit Ratio into a single percentage number? For departments where burden and profit ratio information is required, those items may not be combined and doing so may make the bid considered non-responsive.
15. Given that the City has added a Facility Management Department, does the following still apply under Finance and Administration? 1.3.1.9 Perform roles related to facility management including, but not limited to, small repairs at City Hall, maintenance of building equipment such as door locks and key assignments and coordination with property management. The item contained in the Finance RFP 1.3.1.9, does not appear to belong in the Finance RFP. Correct. This aspect should be removed under the Scope of Work for Finance & Administration.
16. It would appear there might be a discrepancy in the numbering in the RFP. Correct. In the final uploaded version of the RFP, the automatic numbering system changed Section 2 into a second Section 1 and changed Section 3 to Section 2 by accident. The numbers following the 1 or the 2 in changed sections were still correct in most all instances. (Ex: 2.2.1 became 1.2.1. in most instances.) The auto numbering self corrected with Section 4. Proposals listing items in the Scope of Services can use the original listing or modify them. Firms should at minimum maintain the same order. There is no section 2.1(g) as referenced on page 57 (and five other places). "2.3.1.3.2 Qualifications of Staff - 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. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. – See Section 2.1(g) regarding staff reassignments. In addition, Bidders shall provide answers to the following: ..." On RFP page 55, element 2.3.1.2 states: "Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services." Should this reference be to element 1.1 Scope of Required Services found on pages 8-11 of the RFP? Correct. In the posted RFP, this would be the second Section 1.1(g). 3.3 Proposal Content has sub-numbering that sequentially begins with 2.3.1. There are two bullets in the posted RFP (Section 2 Proposal Format ) which kept the Section 3 number: They are 3.3 Proposal Content and 3.3.2 Cost Proposal Content. Section 2.3 Finance and Administrative Services is 2.3 in the TOC and incorrectly sequentially numbered beginning with 1.3 in the detailed discussion beginning on page 21. In summary, all items between pages 8 and 52 should start with the number 2 not 1, items between pages 53-50 should start with a 3 not 2.

17. **Would the City honor a bidder's request to hold in confidence resumes marked "Confidential"? This pertains to individuals who currently work for other organizations submitting a letter of commitment to join the contractor's team as a new hire in support of the City.** All information submitted in any RFP that is subject to the Georgia Open Records law will remain so.
18. **To conserve space and avoid duplication, will the City accept proposals presented in an order different from the RFP so long as the proposal responds to each element requested by the City and includes specific cross-references clearly identifying which RFP element is being referred to? For example, under the General Service delivery requirements, could common activities, such as those related to staffing and training, be grouped and addressed together as an integrated activity, once again, so long as specific cross-reference is made to respective RFP elements being addressed? Under 2.3.1.2 of the RFP, it states that "Failure to address any item listed below may result in rejection of a proposal." The RFP then lists seven general requirements that the City would like offerors to respond to. Given that most of the requested information identified by the seven bullets is covered under General Requirements items a – ee, can offerors organize their response to requirement a – ee so that they address the seven bulleted requirements to avoid duplication?** The proposals by bidders are to maintain the same order as requested. Proposals may refer to a previous answer in the response for brevity, but omitting the answer and combining elsewhere is not permissible. Example. "This is addressed in 2.X.X.2" would be permissible. To combine those answers at one location and not refer to where it is could be considered non-responsive by an evaluator.
19. **Will the City consider establishing a budget and funding for "Other Direct Costs" for items the contractor is expected to provide? (Uniforms, boots, tablets, any non-training related travel for example). This budget would be priced separately from labor pricing, identified as an ODC pool of dollars, and would be utilized upon review and approval from the City.** Those costs are assumed to be within the burden cost provided in the proposal.
20. **Does the City's Finance and Administrative Services contract provide administrative service support for respective SOW service areas 2.2 - 2.8? Or should the offeror include administrative support as part of its staff plan if the offeror believes such support is necessary?** The administrative support for Finance & Administration is for that department as well as for overall city functions – front desk support and the city manager's office. Should the provider feel that they would need administrative support for their department individually that should be included in the proposal.

- 21. Will the annual reconciliation of billed amounts compared to amounts derived from W-2 data be performed by individual labor category or by each service area?** By service area.
- 22. Does the City accept electronic plans for review?** Yes.
- 23. Is CDBG support services provided under Planning and Zoning?** The City does not currently accept CDBG funding, however that function would fall under Community Development.
- 24. Can bidders propose alternatives to FTE pricing for specialized services such as the security component of IT?** For Information Technology, the official proposal must be based on FTE. The scoring will be based on that form of cost proposal and no firm will be selected based on an alternative cost proposal being present in their submittal. However, if a firm includes an alternative in their scope and that firm is selected as the finalist, they may ask to negotiate using their alternative model, but the City reserves the right to reject that alternative and hold the firm to their original cost proposal.
- 25. Will the City consider contract changes based on a review by our insurance company representative?** It may be considered with successfully bidding firms.
- 26. *The following questions were submitted shortly before the deadline. Due to the COVID-19 pandemic and a temporary staff shortage, we have not been able to address them as of yet, but plan to as soon as possible in another addendum.***
1. *Can we get a complete listing you're your inventory? You have 48 servers in your total but list only 27 ( including the VMware hosts ) in the inventory. ( including specifications of each )*
  2. *What is your email platform? What version are you running?*
  3. *Do you have mail archiving*
  4. *Can you supply an inventory of networking equipment? Switches, routers, firewalls*
  5. *Do you have a mobile device management platform. It is in house or provided by a service.*
  6. *Is your VOIP phone system provided as a service or in house.*
  7. *What are your 16 enterprise applications.*
  8. *Of your 162 workstations supported, how many are windows 7, windows 8, windows 10, non windows, how many workstations are running home version.*
  9. *of your 48 servers how many are 2008 server or older, how many 2012, 2019.*
  10. *How many SQL servers are in use. versions.*
  11. *How many applications share SQL servers.*
  12. *What ISP speed do you have at your location(s)*
  13. *How are the Cities sites interconnected on the network.*

14. *In the case of a DR scenario, how many of your servers would be considered mission critical. ( of the 48 listed )*
15. *How do employees work remotely, if there is a remote working policy in place.*
16. *How does public safety connect to the network.*
17. *What is the distribution of Public safety equipment to City Equipment ( servers/workstations/phones )*
18. *How much total data do you have in use across the 48 servers. How much of that data applies to mission critical servers.*
19. *1.5.2.8 Does the city want the vendor to host the City's email service or is the city requesting a contact list from the vendor?*
20. *1.5.2.9 Does the City have a compliance policy for the DR plan or is this a state requirement?*
21. *1.5.11 Is the city requesting for the vendor to archive and host historical emails or just provide discovery services?*
22. *1.5.2.13 Does the city want the vendor to provide offsite storage in addition to the city's files servers? Does the city want the vendor to host a VPN for remote users or for the vendor to configure a VPN tunnel for the city?*
23. *Does the city require all staff to be onsite or would be open to having a hybrid approach of some staff on-site and some remote.*

**Pre-Proposal Conference Attendee List on March 20, 2020**

**City Staff**

Eric Linton, City Manager  
Sharon Lowery, City Clerk  
Billy Grogan, Police Chief  
J. Jay Vinicki, Assistant City Manager  
Linda Nabers, Finance Director  
John Gates, Purchasing Director  
Ginger LePage, IT Manager  
Nicole Stojka, HR Director  
Richard McLeod, Community Development Director  
Brent Walker, Parks and Recreation Director  
Michael Smith, Public Works Director  
Michael Starling, Economic Development Director

**The below list consists only of those individuals outside of City staff that responded by email that they attended the pre-proposal conference. Due to the nature of call-ins for the teleconference, this list is assumed to be incomplete.**

Chris Pike  
Carlos Huntley – Coffeetree Group  
James Sibel – Coffeetree Group  
James Wardrop – Coffeetree Group  
Matt Houser – Jacobs  
Prasad Yedavalli – 3Di  
Laura Cook – JAT Consulting  
Rachel Bembry – JAT Consulting  
John Wesley Scales, Jr. - Diversified Technologies, LLC  
John Dulmer – Jacobs  
Bob Koncar – Inframark  
John Drysdale – Lowe  
Kevin McOmer – CPL  
Ariel M Robles – TekRecruiters  
Steve Willienborg – Nova  
Robert Porche - Jacobs

**RFP 20-04 Addendum 3 Municipal Government Services****April 8, 2020****Questions and Answers**

- 1. Can we get a complete listing you're your inventory? You have 48 servers in your total but list only 27 ( including the VMware hosts ) in the inventory. ( including specifications of each )** See attached spreadsheet
- 2. What is your email platform? What version are you running?** Exchange 2013 Standard
- 3. Do you have mail archiving** Yes.
- 4. Can you supply an inventory of networking equipment? Switches, routers, firewalls** The request list is very general and we recommend using a specific open records request for documentation associated with it.
- 5. Do you have a mobile device management platform. It is in house or provided by a service.** Maas360
- 6. Is your VOIP phone system provided as a service or in house.** In house-cisco PBX
- 7. What are your 16 enterprise applications.** OnBase, Incode, TCM, Central Square, Exchange, City Works, ConnectWise, Genetec, ArcGIS, UCS, Veeam, Sharepoint, Maxview, Office, Axon, Maas360
- 8. Of your 162 workstations supported, how many are windows 7, windows 8, windows 10, non windows, how many workstations are running home version.** Windows 10 Pro and Windows 7 Pro
- 9. of your 48 servers how many are 2008 server or older, how many 2012, 2019.** 2 – Server 2008. 24 – Server 2012. 10 – Server 2016. Remaining servers are Linux.
- 10. How many SQL servers are in use. versions.** 8 – SQL Server 2012 Standard. 3 - SQL Server 2016 Express. 1 SQL Server 2008 Standard
- 11. How many applications share SQL servers.** None
- 12. What ISP speed do you have at your location(s)** 100

**13. How are the Cities sites interconnected on the network.** Sites are connected via a combination of site-to-site IPsec VPN tunnels and routing over private point-to-point links

**14. In the case of a DR scenario, how many of your servers would be considered mission critical. ( of the 48 listed )** ~10

**15. How do employees work remotely, if there is a remote working policy in place.** Employees work remotely using a variety of methods. The employee handbook discusses working from home.

**16. How does public safety connect to the network.** They use a secure VPN

**17. What is the distribution of Public safety equipment to City Equipment (servers/workstations/phones )** Without knowing what specific equipment is included in this request, it is impossible to calculate.

**18. How much total data do you have in use across the 48 servers. How much of that data applies to mission critical servers?** See attached spreadsheet. ~30 TB for just mission critical.

**19. 1.5.2.8 Does the city want the vendor to host the City's email service or is the city requesting a contact list from the vendor?** Email is current on premise on Exchange 2013 but will be migrated to Office 365 this fiscal year. The vendor will oversee that management.

**20. 1.5.2.9 Does the City have a compliance policy for the DR plan or is this a state requirement?** Disaster recovery policies are to be overseen by the vendor and in compliance with all federal and state laws.

**21. 1.5.11 Is the city requesting for the vendor to archive and host historical emails or just provide discovery services?** Archiving email is currently done by Barracuda and the vendor will oversee that management.

**22. 1.5.2.13 Does the city want the vendor to provide offsite storage in addition to the city's files servers? Does the city want the vendor to host a VPN for remote users or for the vendor to configure a VPN tunnel for the city?** Offsite storage is done by Microsoft Azure and at the City Annex. The vendor's must oversee and manage efforts for offsite storage.

**23. Does the city require all staff to be onsite or would be open to having a hybrid approach of some staff on-site and some remote.** The vendor is expected to have staff in place to complete the work in the scope of services.

Note: Addendum Three mistakenly included a file with security related information non-redacted. Those pages have been redacted in this contract.