



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

To: Mayor and Council
 City of Dunwoody

From: J. Jay Vinicki
 assistant City Manager

Date: November 9, 2020

Subject: Rebidding of Facilities Management and Custodial Services

Before you today is the rebidding of facility management and custodial services contract for the City from 2021-2025. Earlier this year, this area was added onto the re-bid of all municipal services as it had not been part of the overall re-bid six years ago. No bid was received at that time, so the bid was then put back out separately.

This fall, two bids were received based upon providing 24/7 management services to the City Hall and Shallowford Annex, along with custodial services at both locations. The bid was developed so that the same services for the Spruill Arts center could be negotiated with the selected firm, if that option had become viable. With the addition of Brook Run Park, staff in Parks and Recreation that have overseen the management of Spruill Arts Center in conjunction with the City Manager's Office, determined that the option of adding the facility should be considered.

In general, this set of contractual services has, and continues to, evolve as the square footage of city facilities increase. City Hall, the Spruill Center, and the Shallowford Annex are an expanding footprint, consistently in need of maintenance and custodial services. The final proposal before the Mayor and Council, encompass the following:

- Twenty-four / seven facility management. \$51,600 annually fixed for five years. Current cost (without Spruill) is \$42,000 annually. This is the cost of the management firm to oversee most all facility maintenance and operations under the direction of city staff and handle emergency calls during off hours.
- Custodial and handyman services at all three facilities. Starting with a maximum at \$140,569 in 2021 and having a five year maximum cost of \$727,790. These are

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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hourly charges which are shown here at their highest level and would do the following:

- Have the equivalent of two 40 hour a week day porter / handymen to handle all three facilities. Current set up is slightly over the equivalent of one FTE.
- Have night cleaning services at all three facilities each weekday, with additional weekend coverage at Spruill and one day of coverage at City Hall for police common areas on the weekends.
- The selected vendor would sub-contract out and bill the City with no overhead charge all repair work not covered by the handyman hours above. The City can, at any time, require the contractor re-bid those contracted services to achieve more competitive prices. The vendor can use any pre-approved contractor list approved by the City.
- Vendor Names, Score, 5 Year Cost
 - RGRE 90.00 \$571,089
 - Apex 73.78 \$772,962
 - 5 Year Cost is from each original proposal and included only management fees, custodial, and general maintenance. No pass throughs included.

Recommendation

Approve RGRE as the Facilities Management and Custodial Services Vendor.

cc: Eric Linton
 Linda Nabers
 John Gates
 Brent Walker
 Gabe Neps

**MULTI-YEAR CONTRACT
SERVICE PROVIDER CONTRACT
RFP 20-06 FACILITIES MANAGEMENT AND CUSTODIAL SERVICES**

This **CONTRACT** made and entered into this 9th day of November, 2020 by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the "City"), and, RGRE (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)



PO Box 467732
Dunwoody, GA 31146
Work. 770-393-2006
Fax. 770-393-2007

Confidential RFP 20-06 Municipal Government Services
Maintenance and Custodial Services
4800 Ashford Dunwoody Road
4470 North Shallowford Road
John Gates- Purchasing Department
City of Dunwoody
4800 Ashford Dunwoody- Second Floor
Dunwoody, GA 30338

TECHNICAL



Facilities Management Proposal

CONFIDENTIAL RFP 20-06 Municipal Government Services
Maintenance and Custodial Services

4800 Ashford Dunwoody Rd.
4470 North Shallowford Rd.

Presented to:
John Gates Purchasing Manager
Confidential RFP- 20-04
Municipal Government Services
City of Dunwoody
4800 Ashford Dunwoody Rd., Second Floor
Dunwoody, GA 30338
Purchasing@dunwoodyga.gov

Presented by:
Ryan L. Goldstein, CCIM
Brandon Berk, MBA, CPM

RGRE Management, LLC
Main 770-393-2006
Fax 770-393-2007
www.rg-re.com



Transmittal Letter

John Gates- Purchasing Department
RFP 20-06 Municipal Government Services
City of Dunwoody
4800 Ashford Dunwoody- Second Floor
Dunwoody, GA 30338

RGRE Management, LLC
Brandon Berk, MBA, CPM, CHFM
Property Manager
Work: 404-694-0311
Fax: 404-537-1905
bberk@rg-re.com
Management@rg-re.com

To Mr. Gates:

It is our pleasure to present our proposal for maintenance and custodial services (FACILITES MANAGEMENT) for the City of Dunwoody.
RGRE Management, LLC prides itself on the quality of service we provide. This proposal includes all vendors and janitorial services contracted directly with RGRE on a tax exempt basis.

We will also provide day porter and maintenance staffing, sub-contracted through our thoroughly vetted janitorial vendor.

RGRE currently provides property management services for 7 office buildings in Dunwoody. Our tenants include: VA Administration, State of Georgia and Dekalb County DA office.

Bidder acknowledges that no proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

If you have any questions about this proposal, please feel free to contact Brandon Berk at 404.694.0311 or bberk@rg-re.com

Sincerely,
Brandon Berk
Brandon Berk, MBA, CPM, CHFM
RGRE Management, LLC
PO Box 467732
Dunwoody, GA 31146



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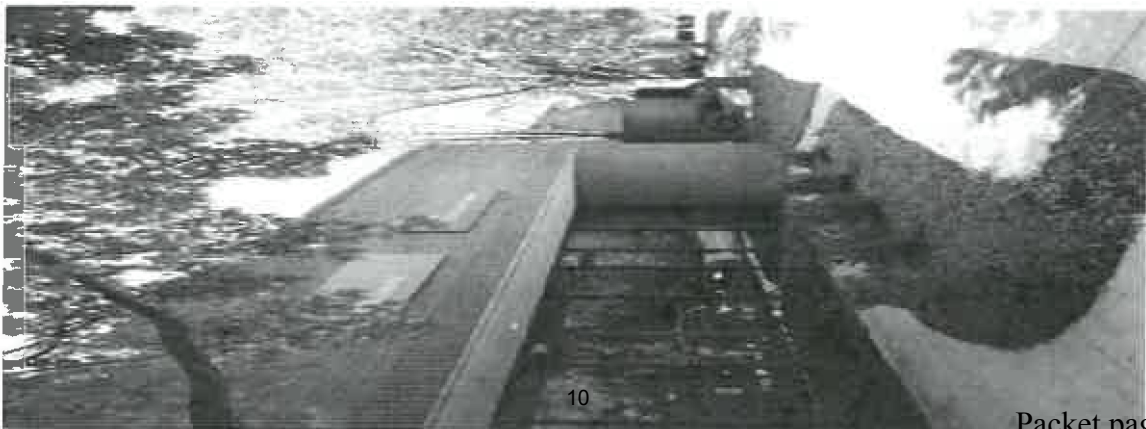


Management Proposal

Key Considerations for City Hall and Annex

- Control operating costs – by providing management services at the most cost-effective level possible, pursuing all savings opportunities aggressively and seeking opportunities for additional savings by leveraging technology and new efficiencies.
- Provide effective training and development of maintenance staff and third-party service providers – through professional supervision and oversight.
- Provide quality, consistent, responsive, and efficient building operations – provide a safe, comfortable environment to ensure protection of the asset.
- Administrate the MRI (ADG) lease provisions and rent collections effectively – for consistent, timely and maximum cash flow. Communicate with the tenant in a professional manner and provide excellent customer service.
- *RGRE Management, LLC will put all vendor contracts in its name to streamline the City's purchasing system.*

This proposal outlines our approach and the advantages we bring in property management and leasing.



Key Advantages in Managing & Leasing

Office Building Specialists – office buildings are our main focus and that results in:

- I. We manage other similar multi-tenant government and general office buildings around Metro Atlanta making our knowledge of this assignment second to none. Our staff has a combined management portfolio of over 1,000,000sf. We are based in Dunwoody, GA.

Focus on Cost-Effectiveness - we can achieve savings by utilizing cost-saving methods including:

- I. Increasing effectiveness of operations and maintenance programs by providing ongoing professional operations and maintenance supervision tailored to the precise needs of the building.
- II. Rigorous purchasing, budgeting and cost tracking control.

Asset Value Maximization

- I. Understanding that financial performance is significantly enhanced by controlling operating costs and capital expenditures through cost effective management.

Quality, Responsive Services Assured – through:

- I. Tight, clear management service specifications developed at the onset.
- II. Inspections and visits by an experienced management team.
- III. Proven systems/procedures for prompt resolution of service requests.
- IV. Close communication with you to assure alignment with your objectives.



- Meet with current building staff and third-party service providers to review objectives, current operations, procedures and costs. Based on this information, determine most cost-effective approaches and develop management plan.
- Conduct an assessment of the building and its systems to ensure that operational components including mechanical are understood, recorded, and evaluated.
- Develop specifications for bidding/award of all service contracts. All contracts will be tightly written for the building to optimize cost efficiency and service quality.
- Establish systemized operations, preventive maintenance program and other operating parameters in a complete management/maintenance program.
- Identify any capital projects required.
- Review all existing contracts, expiration dates, specifications and costs. Set up a schedule for timely bidding of contracts.
- Establish processes for purchasing, reporting and accounting (if requested).
- Institute ongoing tenant satisfaction program including tenant visits, building inspections and tenant surveys to ensure retention.
- Establish standards and policies for life safety, ADA and other regulatory matters to ensure compliance while minimizing costs and legal exposure.

Offering In-depth experience in Property Management:

Exceptionally Trained Management Team

- Specific experience in managing third party properties

A Service Orientation

- Understanding that responsive management keeps tenants happy and comfortable and enhances the retention/renewal objectives.

A Financial Perspective

- (if requested) viewing management from a business perspective. The goal is tight control of operating costs, close monitoring of capital expenditures, evaluation of cash projections and the ultimate maximization of income. This approach provides our clients with detailed budgets, financial projections and mortgage analysis.

Property Management Team

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Direct Staffing

RG Real Estate will service City Hall and Annex with a part-time engineer and a third-party day porter, who will report directly to a Property Manager. Monitoring day-to-day activities of the property allows for proactive planning and scheduling of seasonal requirements. Our approach involves:

- Scheduled inspections of building systems
- Work task scheduling on a weekly basis
- Service response standards and procedures established
- Planning and scheduling of seasonal or special projects that may require additional support, supplies, and resources
- Oversight and feedback on vendors' performance.
- Implementation of preventive maintenance procedures



Property Administration & Management

Dunwoody Employee and Visitor Experience

- A willingness to “bend over backwards” to provide helpful service to employees and visitors
- All service requests responded to immediately and corrected (when possible) within 24 hours. All service calls are answered, logged and requested to by our property management department in our Dunwoody office.
- On-going personal tenant visits and inspections.
- Top quality supplies, workmanship, and equipment.

Building Systems Operations & Maintenance

The current preventive maintenance program will be thoroughly reviewed to assure optimum performance of building systems and assure equipment life-cycle benefits. It is our experience that regular maintenance of building systems prevents disruptive breakdowns and "crisis spending" and ultimately saves money and protects the asset.

Contracted Services

BGRF will contract directly with reputable vendors (i.e., janitorial, pest control, landscaping) will ensure excellent service at the best prices. All contracts for building services should be reviewed and compared to available statistical cost data. Where savings can be realized, new contracts will be negotiated. (trash service is no cost supplied by DeKalb County)

Specifications will be developed for the most cost-effective reestablishment of all service contracts as they occur. All periodic services will be reviewed to assess frequency requirements and adjusted if necessary.

Lease Administration

For the MRJ tenant, all lease provisions including accounts receivables, escalations, and other recoveries, are billed through our accounting department. In addition to providing experienced real estate accounting, our organizational structure provides for responsiveness to the needs of the owner and the tenants.

Realizing the importance of cash flow, we give priority to collecting funds that are due the owner and quickly deposit them to the owner's account. Receivables are tracked daily.



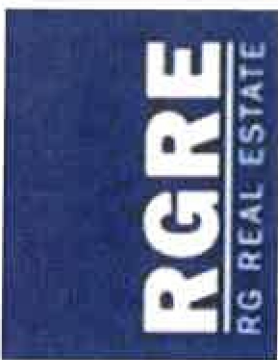
SUSTAINABILITY AND GREEN INITIATIVES

- **CONSTANTLY** Looking for ways to utilize Energy Efficient LED products throughout the facility

- Using Green and Environmentally friendly cleaning products (for the environment and health of City of Dunwoody employees) including recycled liners and paper products

- Energy Bench Marking- 4800 Ashford Dunwoody was converted to LED lighting about 6 years ago. RGRE Management, LLC benchmarked the power usage. We saw a 35% decline in power use after the LED conversion.

- In 2019 RGRE Management, LLC assisted in instituting a recycling program at City Hall. Its in place and scheduled for weekly pick-up.





Quality Assurance



RCRE Management understands the importance of maintaining the integrity of the building and quality standards inherent in its operation. Quality assurance procedures include:

Management Inspections and Tenant Visits

Periodic scheduled and unscheduled inspections will be conducted by the Property Management Team. These inspections evaluate the performance of the contractors to ensure all specifications are carried out. These inspections result in detailed reports listing any action items. Each action item is tracked and followed up to ensure and document prompt resolution. In addition, periodic direct tenant visits facilitate feedback from tenants regarding service levels, performance quality, responsiveness, and flag and potential issues – assuring COID satisfaction and comfort.

FINANCIAL REPORTING AND COMMUNICATIONS

Financial management reports customized to your requirements include:

- An annual budget using the monthly formats above
- Proformas and selected projections will be prepared to support leasing scenarios and capital programs.

Cost Savings

This proposal outlines our approach and the advantages we bring in property management.

A few examples: Kenmar Prof. Center Cost Savings by using RG Real Estate:

	2009	2010	Savings
Labor	\$38,679	\$32,148	\$6,531
Management Fees	\$30,000	\$18,000	\$12,000
Electricity	\$112,000	\$96,000	\$16,000
Security Guard	\$35,700	\$30,000	\$5,700
		SAVINGS	\$40,231

Our proposal is structured to accomplish the mutual objectives set forth by the Owner and RG Real Estate. By utilizing our property management services, the ownership removes themselves from the day to day property management activities and the complexities in the relationships that are created when individuals assume the roles of landlord and tenants respectively.

Our proposal allows the owner to retain the economic benefit as RG Real Estate's proven management practices increase the building's value. We see a tremendous opportunity to increase the value by implementing a plan to increase the functionality of the facility to meet needs of the City of Dunwoody and into the future. Thoroughly maintaining and improving the facility is critical.



Maintenance

The actual cost of maintenance personnel will be a direct payment by the property, including the cost of benefits, payroll taxes, workers compensation insurance, etc. We anticipate the building may require a part-time, third party, Day Porter to assure the building is clean and maintained to proper standards. See In-House staffing page 13.

Technical Engineering Support and Supervision:

The actual cost of third-party HVAC/Technical engineer will be a direct payment by the property as needed. Non-routine work will be communicated to the Owner prior to commencement of work unless in an emergency situation.

Preventive Maintenance:

Preventive Maintenance Services will be contracted out.

Pass Through of Direct Costs to Owner:

Other direct property costs including the third-party contracts, facility supplies, plumbing, tools, maintenance and repair invoices, tenant signage, etc., will be paid by the property.

Maintenance- See Appendix D

Daily Building Engineer (Paid hourly) *upon request
Day Porter Part-time (Paid hourly) *as scheduled

NIGHT CLEANER IS VETTED AND CROSS TRAINED TO FILL IN FOR PORTER FOR VACATIONS/SICK/FMLA/ATTRITION

*These times are subject to change based on needs of City of Dunwoody.

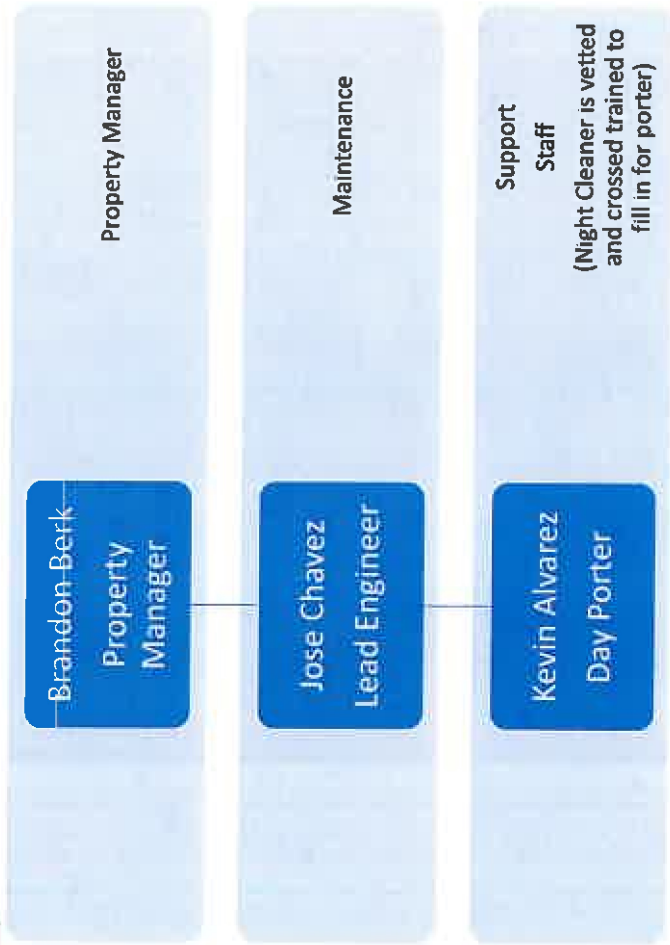


Staffing

Property Management

Brandon Berk- Property Manager.

Management Flow Chart



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Executive Bio



Ryan Goldstein, CCIM
President and CEO

PROFESSIONAL EXPERIENCE

Ryan Goldstein is the founder and President of RG Real Estate and is responsible for overseeing all day to day operations of the company. Before finding RG Real Estate, Mr. Goldstein was a Vice President in the brokerage division of Ackerman & Co. Mr. Goldstein brings over 20 years of commercial leasing and sales experience focusing on tenant and owner representation. Mr. Goldstein provides brokerage services to a number of prominent local and national companies, providing solutions in a variety of areas including lease negotiation, space evaluation, tenant and landlord representation, survey and analysis of available properties, investment acquisitions and dispositions, real estate advisory services, and marketing solutions. In addition, Mr. Goldstein also specializes in project leasing, investment sales, and acquisitions geared towards private investors. He has leased and sold a wide variety of office properties, including single-story, multi-story, net and gross leased facilities ranging from 10,000 to 200,000 square feet.

Mr. Goldstein is extremely active throughout the Dunwoody community both personally and professionally. He has been a Dunwoody resident for 20 years and currently resides in Dunwoody with his wife and 4 kids who attend Austin Elementary School.



Executive Bio



Brandon Berk, MBA, CPM, CHFM
Property Management

PROFESSIONAL EXPERIENCE

Brandon Berk is a Commercial Real Estate Broker specializing in Property Management. He is the managing partner of RGRE Management, LLC which manages medical, office and retail properties. Mr. Berk brings 25 years of commercial property management experience focusing on property assignments for institutional owners, municipalities, REITs and private owners.

His expertise is in tenant retention, energy management systems, construction, sustainability initiatives, staffing, reporting and building operations. He has managed in excess of 10,000,000 SF during his career including properties in Georgia, Florida, Alabama, North Carolina, South Carolina, Virginia, Colorado, Texas, Tennessee and Oklahoma.



Scope of the Contract

- a) Having a 24 hours a day, seven days a week contract to respond to emergency maintenance issues.
- b) Daily weekday cleaning of the exterior and interior both buildings, including at least one individual to handle emergency custodial issues 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 include garbage removal and vacuuming.
- c) City council meetings, town halls, and some commission or committee meetings will occur at night or weekends. If requested, additional custodial staffing may be requested to stay throughout the meeting at an additional cost to the City.
 - i) Court days or days where the building is expected to be fully occupied most of the day are days where having a custodian on site for most of the day is expected.
 - ii) Stocking of normal consumable rest room and breakroom supplies may be coordinated by the operator but purchased through city staff when appropriate for savings.
- d) 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 other staff is needed, that will be considered a major repair and City must approve their use beforehand and the City will be charged a predetermined per hour rate plus materials.
- e) 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 coordinating vendors. These projects will be billed separately to the City, but normal operator time will be spent overseeing them. Major work must be pre-approved by the City except for emergency matters. Major work includes specialized maintenance, such as HVAC or plumbing or minor repair work, such as drywall or painting that takes over an hour to complete.
- f) Weekly landscaping services during all months, except for December, January, and February. This includes season replenishment of floral landscaping twice a year.
- g) Coordinating and overseeing maintenance of life safety, beautification, and comfort operations of the buildings, including but not limited to:
 - i. HVAC systems, at least quarterly;
 - ii. Backup generator systems, at least twice a year;
 - iii. Elevator maintenance and inspection as required by law and best practices
 - iv. Fire alarm and fire suppression systems as required by law and best practices;
 - v. Evacuation drills of staff and tenants performed on a best practices service level;
 - vi. Pest and rodent extermination at least monthly;
 - vii. Exterior window cleaning at least twice a year and interior cleaning at least annually;
 - viii. Carpet and floor cleaning, at least quarterly or twice a year as traffic demands in a given area.
 - ix. Cleaning ice machine and water system filter replacement in water fountains and refrigerators;
 - x. Having access to standard cleaning equipment necessary to perform all functions; and
 - xi. **All of the above areas will be included in the monthly fee charged the city.**

Scope of the Contract

- g) 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.
- h) 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. 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 capital improvements.
- i) 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.
- j) The Contractor will work with the City's representative to craft the annual budget for cost such as utilities and supplies.
- k) The operator will have the authority to enter the premises as necessary to perform the duties outlined in this scope of work.
- l) The operator will not be responsible for the costs of the following:
 - i) Major repairs as outlined above. Major repairs are any repair work requiring over two man-hours of time or where an outside contractor would charge over \$250.
 - ii) Utility costs of the building including but not limited to electricity, natural gas, water, phone (excepting emergency telephone or communication service for elevators or public safety systems) or stormwater.
 - iii) Debt service or building payments;
 - iv) Furniture for offices or common areas;
 - v) Property insurance, though this does not eliminate the operator to have their own insurance for operations and liability;
 - vi) Normal consumable supplies for restrooms, breakroom, and common areas, if the operator is using the City to purchase those items directly.
 - vii) While not 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 Contractor and agree for it to be paid by the Contractor as a pass through.

References

Dunwoody Based Law Firm: The Katz Firm- Sam Katz, Esq.
1360 Center Drive, Dunwoody, GA 30338
(404) 307- 2339

Dunwoody Located Branch Office in Dunwoody Village- Arrow Exterminators
Jody Garrett, Manager
(678)332- 8113
5591 Chamblee Dunwoody Road
Dunwoody, GA 30338

Dunwoody based Law Firm: Ryan Schwartz, Esq.
5591 Chamblee Dunwoody Road, Dunwoody, GA 30338
(678)460-7568

Manned Buildings with full-time individuals-

- 1462 Montreal Road, West, Tucker- Medical Office Building- Day Porter and Handyman
- 755 Commerce Drive, Decatur, Ga – Office Building – Day Porter and Handyman
- 4800 Ashford Dunwoody, Dunwoody, GA – City Hall - Day Porter
- 1770 The Exchange, Marietta, GA – Office Building- State of GA- Day Porter
- 1400 S. Marietta Parkway, Marietta, GA – Office Building- Day Porter

Supplies

Typical Supplies Currently Used At City Hall and Annex

Multi Fold Paper Towels	\$29.35/case
Toilet Tissue 500 2 Ply	\$55.75/case
Large Liners	\$37.95 /case
Small Liners	\$35.95 /case
Emotion Roll Towels	\$74.25 /case
Emotion Soap/Case GP	\$51.95 /case
8" Roll Paper Towels	\$76.95 /case
Batteries For Soap Dispensers	\$24.95 /case
800 MI Soap	\$69.00/case
Wax Liners/Bathroom	\$35.87/case
Hand Soap/White Pearl	\$14.35/case
EPA Registered Disinfectant	\$89.95/case
Hand Sanitize Bottles	\$ 2.67/each
Water Filter	\$53.86/each
Misc. Building Supply	\$ TBD /case -light bulbs, ballasts, drain cleaner, anchor kits, etc

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:

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

Workload Measures	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

Productivity Measures	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.

RGRE Management, LLC

APPENDIX D

	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
Janitorial	NA	\$ 30,386.40	\$ 30,994.13	\$ 31,614.01	\$ 32,246.29	\$ 32,891.22	NA	NA	\$ 158,132.05
Landscaping	NA	\$ 13,500.00	\$ 13,770.00	\$ 14,045.40	\$ 14,326.31	\$ 14,612.83	NA	NA	\$ 70,254.54
Maintenance	NA	\$ 39,000.00	\$ 39,780.00	\$ 40,575.60	\$ 41,387.11	\$ 42,214.85	NA	NA	\$ 202,957.57
Janitorial Supplies	NA	\$ 19,200.00	\$ 19,584.00	\$ 19,975.68	\$ 20,375.19	\$ 20,782.70	NA	NA	\$ 99,917.57
Management Fee	NA	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	NA	NA	\$ 210,000.00

This cost estimate was revised and is updated on a following page. The new costs estimate shows management fees, updated staffing level of 2.0 instead of 1.0 FTE, and adding in the Spruill Center for the Arts.

APPENDIX E

RGRE Management, LLC has managed several facilities with local, state and federal governments as the tenant or owner. Our previous and current tenants include, Dekalb County District Attorney's office, Veterans Administration Hospital, City of Atlanta, Fulton County Health Department, City of Dunwoody, and Cobb County Juvenile Justice to name a few. All of these tenants/owners have very specific needs under their lease agreements. We have experience with vetting, day cleaning and the types of materials used for government operations (janitorial supplies/ lighting levels/sustainability requirements).

Submitted by (FIRM) RGRE Management, 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

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 Brandon Berk

Date 4/17/2020

Printed Name and Title Brandon Berk, Manager

Telephone Number 404-694-0311

Email Address bBERK@RG-RE.com

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 RGRE Management, LLC

The following costs were revised based upon changing from 1.0 FTE day porter to 2.0 day porter / handyman and adding the Spruill Center for the Arts

	2021	2022	2023	2024	2025	Total
Management Fee	\$ 51,600	\$ 51,600	\$ 51,600	\$ 51,600	\$ 51,600	\$ 258,000
80 hrs wk custodial handman services	\$ 70,372	\$ 71,834	\$ 73,296	\$ 74,759	\$ 76,221	\$ 366,482
Night Crew Services (Details Below)	\$ 67,797	\$ 68,814	\$ 69,846	\$ 70,894	\$ 71,957	\$ 349,308
Monthly Mat Service	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 12,000

Monthly Janitorial Only

	Monthly	Monthly	Monthly	Monthly	Monthly
Spruill Arts Center- 5339 Chamblee Dunwoody (7 Day)	\$ 2,900.00	\$ 2,943.50	\$ 2,987.65	\$ 3,032.47	\$ 3,077.95
City Hall - 4800 Ashford Dunwoody (5 Day with Sat detail)	\$ 1,914.70	\$ 1,943.42	\$ 1,972.57	\$ 2,002.16	\$ 2,032.19
Police Annex - 4470 N. Shallowford (5 Day)	\$ 835.00	\$ 847.53	\$ 860.24	\$ 873.14	\$ 886.24
	Hourly	Hourly	Hourly	Hourly	Hourly
Handyman Rate	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 20.50
Custodial Rate	\$ 15.10	\$ 15.30	\$ 15.50	\$ 15.70	\$ 15.90



Request for Proposals - RFP 20-06

Facilities Management Services

Issue Date: Friday, August 7, 2020

Proposal Due Date: Tuesday, September 8, 2020 at 2 p.m.

Request for Proposals (RFP) 20-06
Facilities Management Services Procurement

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for Purchasing RFP 20-06 Facilities Management Services Procurement. The City will consider service providers whose proposals meet the criteria established in the Request for Proposal. 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 20-06. Facilities Management 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 **Tuesday, September 8, 2020 at 2 p.m.**, 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 Monday, August 17, 2020 at 2 p.m.** 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: With the ongoing issues concerning the COVID-19 Pandemic, we are assuming the above pre-proposal conference will become a virtual event. Please check with purchasing@dunwoodyga.gov for updated information.

Contractors shall submit all questions regarding Purchasing RFP 20-06 via email only to Purchasing@dunwoodyga.gov no later than **Monday, August 31 at noon**. 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 20-06. Municipal Governing Services**” and addressed as follows:

John Gates, Purchasing Manager
Confidential – RFP 20-06

**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 and one (1) electronic copy in searchable/printable 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) 20-06 Facilities Management 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) 20-06 Facilities Management 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. **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 Facilities Management is set to expire on December 31, 2020. The purpose of this RFP is to enter into a public-private partnership with a highly experienced service provider who has 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.

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	Friday, August 7, 2020
Pre-Proposal Conference	Monday, August 17, 2020 at 2 p.m.
Last Day for Questions	Monday, August 31 at noon.
Proposal Due Date	Tuesday, September 8, 2020 at 2 p.m.
Interviews for Short Listed Bidder’s	Mid to late Septemeber
Contract Award	Monday, October 12, 2020
Executed Contract Commences	Wednesday, January 1, 2021

NOTE: With the ongoing issues concerning the COVID-19 Pandemic, we these dates may be subject to change. Please check with purchasing@dunwoodyga.gov for updated information.

(Note: Dates are subject to change)

* * * END OF GENERAL INFORMATION * * *

2. Scope of Work

2.1 Scope of Required Services

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, if needed.
- 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 1st 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:

2.2 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.

This contract will also cover the City's portion of the Spruill Arts Center located at 5339 Chamblee Dunwoody Road, Dunwoody, GA 30338. The Contractor will not be responsible for the areas under the control of DeKalb County or its Library System.

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.

2.2.1 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** Provide hourly janitorial and handyman services for all locations. The Contractor and the City's representative may negotiate this amount based on usage and demand at the facilities as long as there is budget available. It is expected to equal to sixty (60) to eighty (80) hours per week.

Provide the following night crew cleaning services:

- 2.8.1.2.1** City Hall: Once each weekday night, along with cleaning of the Police common areas each weekend day.
- 2.8.1.2.2** Annex: Once each weeknight.
- 2.8.1.2.3** Arts Center: Once each night.
- 2.8.1.2.4** In all cases, the Contractor and the City's designee

may negotiate these schedules based on usage and demand at the facilities, as long as there is budget available.

- 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** If the normal custodial / handyman staff can handle the minor labor or repair requests, the charge will be part of the hourly charge above. 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; and
 - 2.8.1.7.10** Having access to standard cleaning equipment necessary to perform all functions.
- 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 Contractor and agree for it to be paid by the Contractor as a pass through.

2.8.1.14 The Contractor may, with the city representative's permission, sub contract out any service included in this agreement and pass along those costs at no markup. However, the City reserves the right to demand that the Contractor use, at least, the same standard for procurement that is required for other city services. The City reserves the right at any time to demand that a subcontractor be replaced. No one-time cost over \$10,000 may be approved unilaterally by the city's representative or the Contractor.

* * * END OF SCOPE OF WORK ***

3. Proposal Format

3.1 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.

3.2 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.

3.2.1 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) 20-06 Facilities Management 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.

3.2.2 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--06 Facilities Management 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 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.

3.3.1 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.

3.3.1.1 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.

3.3.1.2 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.

3.3.1.3 Qualifications and Experience of Firm and Staff

3.3.1.3.1 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.

3.3.1.3.2 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.

3.3.1.4 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.

3.3.1.5 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.

3.3.1.6 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.

Additionally, Bidder should list hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP, specifically for major repairs as outlined in the scope of work.

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 20-06 Facilities Management 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 20-06 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 20-06 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. 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 no later than **Monday, August 31 at noon**. 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://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. 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 20-06
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody GA 30338

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

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 –Cost Table

Submitted by (FIRM) _____

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 Scope of Services that are not specifically listed as the City’s responsibility by dollar value and not list those services by FTE.

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)).

Representative Signature _____

Date _____

Printed Name and Title _____

Telephone Number _____

Email Address _____

Submitted by (FIRM) _____

Cost Table

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 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.

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 Action Price
<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 D – 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.