



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

## MEMORANDUM

**To:** Mayor and City Council

**From:** Michael Smith, Public Works Director

**Date:** July 26, 2021

**Subject:** **Approval of a Contract with Practical Design Partners for Design of a Shared-Use Path on Tilly Mill Road**

### **BACKGROUND**

The city's transportation plan recommends bicycle and pedestrian improvements on Tilly Mill Road between Mount Vernon Road and Womack Road, and Special Purpose Local Option Sales Tax (SPLOST) funding has been included in this year's budget for design of this project. Most of this section of Tilly Mill Road has relatively few driveways and side street crossings making a shared-use sidepath feasible. The path would link to existing bike lanes on Tilly Mill Road and Womack Road adjacent to Georgia State's campus and to a planned shared-use path along Mount Vernon Road.

The city recently issued a Request for Proposals (RFP 21-06) to design the shared-use path (<https://www.dunwoodyga.gov/Home/Components/RFP/RFP/36/69>). Seven proposals were received and evaluated based on the qualifications and experience of each firm and the personnel proposed to be assigned to the project. After considering qualifications, cost proposals were opened and considered as part of the final ranking of each firm. Based on these considerations, the highest rated proposal was submitted by Practical Design Partners, LLC (PDP). A summary of the proposal scoring is provided on the following pages.

### **BUDGET**

The original scope of work in the RFP consisted of developing the design for the west side of Tilly Mill Road. Based on discussion at the July 12<sup>th</sup> City Council meeting, \$4,800 has been added to prepare an alternate concept on the east side of the road. The scope was also expanded to extend the design an additional 1,000 feet south of Womack to connect to the bike lanes that were recently completed along Tilly Mill Road. Continuing the project through the Womack intersection will require relocating the signal poles at the intersection and that has also been added to the design cost. PDP's total proposed design cost based on the additional scope is \$124,350 plus a \$15,500 contingency. The cost is within the \$150,000 design budget for this project.

### **RECOMMENDED ACTION**

Staff recommends: 1) award of a contract in the amount of \$124,350 to Practical Design Partners, Inc. for design of a shared-use path on Tilly Mill Road and 2) authorization of a \$15,500 design contingency.



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**RFP 21-06 Tilly Mill Road Shared-Use Path Design Proposal Evaluation**

	<b>American Engineers</b>	<b>Atlas</b>	<b>Keck &amp; Wood</b>	<b>Kennedy Engineering</b>	<b>Mott McDonald</b>	<b>NV5</b>	<b>Practical Design Partners</b>
IS	74	64	70	57	68	69	71
MDS	64	55	63	53	61	55	65
Qualifications Average Score	69	59.5	66.5	55	64.5	62	68
Cost Proposal	\$135,000	\$238,000	\$113,000	\$115,100	\$296,700	\$83,300	\$84,950
Cost Score	15	6	17	17	0	20	20
Total Score	84	65.5	83.5	72	64.5	82	88
Final Ranking	<b>2</b>	<b>6</b>	<b>3</b>	<b>5</b>	<b>7</b>	<b>4</b>	<b>1</b>

## REQUEST FOR PROPOSALS (RFP) 21-06

### DESIGN OF SHARED USE PATH ALONG TILLY MILL ROAD FROM WOMACK ROAD TO MT. VERNON ROAD

Sealed Proposals for Purchasing RFP 21-06 Design of Shared Use Path along Tilly Mill Road from Womack Road to Mt. Vernon Road will be received by the City of Dunwoody, hereinafter called "City." Service providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

This contract shall be for a one year period with an optional one year extension beginning approximately July 1, 2022.

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

A proposal must be submitted in a sealed envelope which shall be clearly marked with RFP 21-06 and your company name. One (1) printed and signed unbound original, three (3) bound copies, and one (1) electronic copy in PDF of the **proposals shall be submitted no later than 5:00pm, May 21, 2021.** (Proposals will not be submitted by facsimile or e-mail). At which time noted, all proposals received will be publicly opened and read. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

**Questions regarding proposals should be directed to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) no later than 5:00pm May 14, 2021.** Proposals are legal and binding when submitted.

Mailed proposal must be addressed as follows:

Purchasing Department  
City of Dunwoody  
4800 Ashford Dunwoody Road  
Dunwoody, GA 30338

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

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

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

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals.

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

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, or by e-mail to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) or facsimile to (678) 533-0712. Unauthorized communication by the proposer may disqualify the proposer from consideration.

**Design of Shared Use Path along Tilly Mill Road from Womack Road to Mt. Vernon Road**

**1. BACKGROUND**

- 1.1. The City of Dunwoody is seeking cost proposals to design a 12ft wide shared use path along the western side of Tilly Mill Road from Womack Road to Mt. Vernon Road. The shared use path should be designed based on minimum buffer requirements from the travel way and should meander around as many utilities as possible.
- 1.2. The project will be 100% locally funded.

**2. GENERAL SCOPE OF WORK**

- 2.1. It shall be the Consultant's responsibility to design, prepare, assemble and coordinate the necessary bid and construction documents to complete the project. The completed project documents must comply with all applicable local, state, and federal environmental laws and regulations.
- 2.2. The design must comply with the latest Americans with Disabilities Act (ADA) requirements
- 2.3. At a minimum, the latest editions and applicable addenda of the following standards shall be utilized for the project:

Georgia Department of Transportation (GDOT) Design Policy Manual  
Georgia Department of Transportation (GDOT) Standards, Details, and Specifications  
Applicable AASHTO Standards, Manuals, and Design Guides  
Manual on Uniform Traffic Control Devices (MUTCD)  
National Association of City Transportation Officials (NACTO)  
Georgia Soil and Water Conservation Commission Manual for Erosion and Sediment Control in Georgia  
City of Dunwoody Development Regulations  
City of Dunwoody Code of Ordinances

**3. SPECIFIC SCOPE OF SERVICES**

- 3.1. The consultant should provide a proposal to provide a complete set of construction plans and bid documents for this project. The engineering/design items include but are not limited to the following:
  - 3.2.1 Review available data including, City GIS.

- 3.2.2 Collect survey data needed to design and permit the project including any downstream survey required for the design of the storm water management system.
  - 3.2.3 Provide a preliminary set of plans and preliminary cost estimate for City review.
  - 3.2.4 Incorporate City comments and submit a final set of construction plans and final cost estimate.
- 3.2. At the onset of the design, the consultant shall lay out the project based on the described typical section and provide concept level project limits. The consultant and the city will walk the project together to identify any conflicts or alterations to the typical section.
- 3.3. The design shall be prepared by or under the direct supervision of licensed design professionals. A Professional Engineer licensed to practice engineering in the State of Georgia, shall seal the final plans.
- 3.4. Plans shall be prepared to the level of detail and shall contain all necessary information required for the project construction and review and/or approval by the City. These may include, but are not limited to, the following items:
- Plan, profile, and cross sections that show the edge of pavement, demolition or resetting of existing features, construction of infrastructure, limits of construction, and existing and/or right-of-way limits
  - General Notes
  - Driveway profiles, if applicable
  - Signing and marking plans
  - Lighting Plans
  - Prepare easement and/or right-of-way plans or plats if necessary. This task shall include required property research and any revisions as required during any right of way negotiations for this project.
  - Utility plans including coordination with utility companies regarding existing and proposed utility plans.
  - Erosion and sediment control plans
  - Due to the additional impervious area, the existing drainage networks will need to be analyzed for capacity and gutter spread. This existing system may need to be extended and/or upgraded. In addition, this project is expected to trigger the need for a MS4 feasibility study and potentially the design of water quality structure. Please include a contingency fee for this additional work should it be needed.
  - Special provisions and other specifications as required
  - All other necessary information required for the project construction
  - GDOT plan format is not required.
- 3.5. Projects with over one (1) acre disturbed or more within the City of Dunwoody have to be submitted to the Georgia EPD for Erosion Control plan review and permitting.

- 3.6. Provide support to include answering questions and providing clarifications during the bidding and construction phase.
- 3.7. Upon approval of the Final Design Documents, all original drawings, specifications, CADD files, field notes, computations, etc. shall become the property of the City of Dunwoody. Final design computations shall be neatly and clearly prepared, bound in a booklet format and submitted to the City.

#### **4. SCHEDULE**

- 4.1. Upon selection, the selected consultant shall work with the City to develop a design baseline schedule to determine key dates throughout the design process.

#### **5. EVALUATION**

- 5.1 The received proposals shall be evaluated based on:
  - Project Understanding and Proposed Scope of Work
  - Similar Experience
  - Qualifications of Personnel
  - Schedule
  - Cost

#### **6. PROPOSAL SUBMITTAL**

- 6.1 Please submit all questions to [john.gates@dunwoodyga.gov](mailto:john.gates@dunwoodyga.gov) by **5:00 PM on 05/14/2021.**
- 6.2 Please submit all proposals to [john.gates@dunwoodyga.gov](mailto:john.gates@dunwoodyga.gov) by **5:00 PM on 05/21/2021.**

City of Dunwoody  
Policies and Procedures

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Article

CITY OF DUNWOODY

*TRANSPORTATION PROJECT PLAN REVIEW POLICIES  
AND PROCEDURES*



## **I. Purpose and Applicability**

The purpose of this policy is to establish a process for internal plan review for transportation projects undertaken by the City or other agencies acting on its behalf. The policy outlines the procedures and minimum engineering and environmental standards by which the Community Development Department will evaluate transportation projects. The Public Works Department will be primarily responsible for reviewing projects for constructability, alignment with the city's transportation plan and concurrence with the overall goals and purpose of the project. This policy does not apply to projects that involve the creation, addition, or replacement of less than 5,000 square feet of impervious cover, projects funded in part by the Georgia Department of Transportation or pavement resurfacing projects.

## **II. Procedure**

1. During the preliminary design phase of the project, Public Works staff and its consultant will meet with the City Engineer, Arborist and other Community Development staff as necessary to review the project concept and discuss design considerations.
2. Upon completion of the Stormwater Management Report/Hydrology Report, the City Engineer or his designee will review the report and provide written comments within two weeks of submittal. If necessary, the Hydrology Report will be revised and resubmitted to address comments.
3. If other federal and/or state permits are required, these will be obtained prior to submitting final plans to the Community Development Department. If necessary, plans may be submitted for a preliminary review by the city prior to submitting for state and/or federal permits.
4. Once final design and permitting by outside agencies has been completed, one electronic and one full size set of plans will be submitted to the Community Development Department for review.
5. Plans will be reviewed using the attached checklist. Plan review and issuance of written comments will be completed within two weeks of submittal. Public Works and its consultant will address comments as necessary until final written approval is granted by the Community Development Department.
6. Every effort shall be made to reach design consensus that results in projects that are in the best interest of the city. The City Manager will be the final arbiter should a dispute arise related to the design review or interpretation of this policy.
7. The City reserves the right to revise the policies, procedures, and guidelines set forth herein as needed.

## PUBLIC TRANSPORTATION PLAN REQUIREMENTS



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The following is a list of the most common requirements for construction plans when preparing to begin a transportation project. Items on this list may not be applicable in all circumstances. There may also be requirements that are not listed here and will be addressed in the review. **You are required to submit this checklist, completed, with all submittals.**

**Final Plans:** Submit 2 Full Size and 2 Half Size (17"x11") hard copies with an electronic copy (.pdf) of both Full and Half Size plans

**Preliminary Plans:** Submit 2 Half Size (17"x11") hard copies with an electronic copy (.pdf) of the Half Size plans

### Construction Plan Requirements:

- Property and right of way boundaries
- Site topography
- Existing improvements (such as roadways, structures, hardscape, utilities, septic tank and field, drainage facilities)
- Existing easements, 25' state waters buffer, 75' stream buffer, floodplain or statements that none exist
- Existing trees ( $\geq 6''$  Diameter at breast height) with a description (Pine, HW, Ornamental, etc.) and trees to be removed (or a statement that there are none)
- Location of tree protection fencing
- Proposed landscaping
- Proposed improvements
- Proposed grading and drainage improvements
- Proposed retaining walls.
- Retaining wall profiles including specifications for reinforcement, concrete, compaction, geogrid, etc. (if applicable)
- Retaining wall calculations including internal, external and global stability
- Drainage profiles
- Utility plan
- Standard details
- Street Lighting Plan (may be combined with Landscape and Tree Protection Plan)
- Total disturbed area in square feet or acres
- Erosion Control Plans
  - o If Disturbed area is  $\geq 1$  acre, submit completed NPDES checklist along with erosion control plans to City of Dunwoody. Consultant must also submit the erosion control plans to Georgia EPD for their review. These independent reviews may be done in parallel.

o If Disturbed area is < 1 acre, the City will review the erosion control plans. Submit completed NPDES checklist along with erosion control plan.

- If disturbed area is  $\geq 5,000$  sq. ft. Engineer's Stormwater Management Report/Hydrology Report, (2 copies + electronic)
- Flood Study (2 copies + electronic, if applicable)
- FEMA Flood Map (most current) shown on plans
- Proposed water quality improvements if over 5,000 square feet of impervious area on new alignment. Provide calculations if applicable. Refer to the City's MS4 Permit.
- Perform a Downstream Hydrologic Analysis. Provide a design that does not result in negative impacts to the downstream system at all outlet(s) to site and each tributary junction to the point(s) in the conveyance system to the 10% point.
- If required, based on the downstream hydrologic analysis, provide Overbank Flood Protection.
- If required, based on the downstream hydrologic analysis, provide Extreme Flood Protection.
- If required, provide Stream Channel Protection by designing 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event. If discharge is released into a closed pipe system, the city engineer may waive this requirement. Provide pre- and post-project velocity and flow calculations at the outfall and ensure that the capacity of the system is adequate.

## 1. PROPOSAL FORMAT

- 1.1. The **cost proposal** should be submitted in a **SEPARATE**, sealed envelope from the technical proposal. Do not include the Cost Proposal Form in the technical proposal. *[Including cost information in your technical proposal may result in your proposal being deemed non-responsive.]* Cost should be indicated as a lump sum not to exceed amount.
- 1.2. The technical proposal should be submitted in a sealed envelope. To aid in thorough and consistent review, the technical proposal shall be submitted on no more than 15, one-sided 8½” x 11” pages in no smaller than 10-pitch font and shall be organized and numbered to correspond to Section I through Section V. Tabs and required forms will not be counted towards the 15 page limit.

SECTION I – Each proposal shall include a Title Page and a Table of Contents. The Title Page should identify the project; the name of the firm, name of the firm’s primary contact, address, telephone number, fax number and email address. The Table of Contents shall contain the sections and corresponding page number for the items listed below. All pages of the proposal must be clearly identified and consecutively numbered and correspond to the Table of Contents. The title page will not count toward the 15 page limit.

SECTION II – Each proposer shall provide with its proposal a summary Project Plan that describes the proposer’s approach to the successful implementation of the proposed services. Each proposer shall submit, in the order below:

- a. An outline of proposed methodology to complete the project including a high level timeline and brief descriptions of the key tasks, key milestones, and key deliverables.
- b. Should the submitter find there to be tasks not included in the above scope that would benefit the city during the design phase of this project, they are encouraged to state these additional tasks within their proposal. Provide the fee for any additional suggested task as well as a brief statement of their benefit and clearly mark these concerns as such within the cost proposal;
- c. State any assumed tasks that will be performed by the City and/or materials to be supplied by the City to ensure a successful project outcome. This item is to include any project responsibility, not yet accounted for in the proposal that the proposer assumes will be addressed by the city.

SECTION III – Each proposer shall provide three case histories of recent similar projects completed by the firm.

SECTION IV – Each proposer shall document its staff, experience and qualifications by providing in its proposal a Staffing Plan describing the manner in which it plans to manage and staff the awarded contract, including the resumes of key and critical personnel, to successfully complete the project objectives on a timely basis and within the agreed upon budget. The Staffing Plan should include, as a minimum, the proposed project manager and key functional and

technical team members and their related roles and shall provide, at a minimum, the following for each team member:

- a. Qualifications, including experience in the proposed project methodology and public sector and/or municipal experience;
- b. Summary of experience, including the number of years of relevant experience, years with the firm and representative project experience with project name, client and date performed;
- c. Other supporting documentation which demonstrates the ability to successfully perform the work;
- d. The intent, if any, to subcontract implementation personnel. Specifically, describe the functions to be subcontracted and the expertise and credentials required from the subcontractor and include the subcontractor's company name;
- e. The proposer's assurance, to the extent possible, that the proposed team members will be available and remain on the project until its completion. Include the availability of replacement team members in the event the proposed team members become unavailable prior to the commencement of or during the project;

SECTION V – Each proposer may, but is not required to, include references, qualifications, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.) They should be clearly marked “Additional Materials” and will not be included with the 15-page maximum guideline for the proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualifications and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved, and the resources brought to bear (including costs and/or hourly rates) should be provided.

## **2. PART FIVE - EVALUATION OF PROPOSALS**

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

- 5.1 The City, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered. The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

- 5.1.1 Project Understanding and Approach: Describe the consultant's understanding of the proposed project as described in the Request for Proposals. Demonstrate an

understanding of the magnitude of the task, the constraints and the desired outcomes for the project.

- 5.1.2 Scope of Work: Include sufficient detail to determine how each task shall be accomplished. The work plan will describe how the consultant proposes to complete the project. The work plan must be sufficiently detailed for staff to determine the effectiveness of the proposal and should spell out how this work can be performed in a cost effective manner.
  - 5.1.3 Schedule: Include a schedule for timely completion of the scope of work. Include information on the amount of time for each task.
  - 5.1.4 Project Personnel: Provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and in fields necessary to complete this proposed work.
  - 5.1.5 Similar Experience: List and describe your firm's projects worked on in the past five years that best match the scope and design of this project. Identify unique constraints or challenges associated with those projects and how you addressed those in order to deliver a successful project. The City may request samples of comparable work during the proposal review process.
  - 5.1.6 Pricing: After consideration of the above criteria, the value of each proposal will be compared against the other qualified proposals. The City is more interested in obtaining proposals that provide good value, demonstrate an understanding of the city's needs and provide a scope that meets or exceeds the requirements of this RFP than proposals that have scopes tailored to fit within the stated budget
- 5.2 The evaluation criteria do not have a predetermined relative weight. The consideration of individual criterion is merely a tool to assist the City in determining which Proposal is most advantageous, as a whole, to the City, price and other factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the City.

## **PROPOSAL FORM**

### **RFP 21-06 Design of Shared Use Path along Tilly Mill Road from Womack Road to Mt. Vernon Road**

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

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents (available at [http://dunwoodyga.gov/index.php?section=for\\_businesses\\_doing\\_business\\_with\\_the\\_city\\_procurement\\_opportunities](http://dunwoodyga.gov/index.php?section=for_businesses_doing_business_with_the_city_procurement_opportunities)) and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 21-06 Design of Shared Use Path along Tilly Milly Mill Road from Womack Road to Mt. Vernon Road for PW, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

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

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

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

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

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

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

Work is to commence on or about July 1, 2021.

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

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

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

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The Proposer agrees to provide all work described in this document.

Legal Business Name \_\_\_\_\_



Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

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

Printed Name \_\_\_\_\_

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

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

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

## CITY OF DUNWOODY

### DEPARTMENT OF FINANCE AND ADMINISTRATION – PURCHASING DIVISION

#### GENERAL INSTRUCTIONS FOR PROPOSERS

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

#### 1. INTENT

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

#### 2. GENERAL

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) prior to the deadline for questions regarding proposals indicated in the RFP. Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the solicitation and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.
- 2.2 A Proposer's Proposal prices shall remain firm for 60 days from the submission deadline. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.
- 2.3 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.4 There shall be no reimbursables or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Proposer's overhead costs related to travel shall be included in such Proposer's prices in its Proposal.

#### 3. ENVIRONMENTAL SUSTAINABILITY

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

**4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS**

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

**5. ADDENDUM(S)-CHANGES WHILE PROPOSING**

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to the City, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) or facsimile to (678) 533-0712 by the date and time listed in the proposal documents (if applicable). Any response by City to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting the City web site at <http://www.dunwoodyga.gov>. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit the City website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

**6. PREPARATION OF PROPOSALS**

- 6.1 Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her.
- 6.3 If the Proposer is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Proposer to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.
- 6.4 If the Proposer is a corporation or other state-chartered business entity, the City reserves the right to require the Proposer to submit to the City at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer, the Proposer will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to City.

**7. PROPOSAL GUARANTY**

A Proposal Guaranty shall not be required for this Contract.

**8. DELIVERY OF PROPOSALS**

- 8.1 All Proposals shall be submitted in sealed envelopes bearing on the outside the name of the Proposer, address, and the RFP #. Each Proposal shall consist of (i) an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the solicitation document for the opening of the Proposals will not be considered, but will be returned unopened.
- 8.3 Each Proposer's response shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

**9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS**

To ensure the proper and fair evaluation of Proposals, the City highly discourages any oral communication initiated by a Proposer or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the issuance of the solicitation document, the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) or facsimile to (678)533-0712. Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

**10. WITHDRAWAL OF PROPOSALS**

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of sixty (60) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the sixty (60) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.

**11. DISQUALIFICATION OF PROPOSERS**

- 11.1 Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its Proposal:
  - 11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;
  - 11.1.2 Evidence of collusion between or among Proposers;

- 11.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
- 11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or
- 11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.

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

**12. REJECTION OF IRREGULAR PROPOSALS**

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

**13. NOTICE OF INTENT TO AWARD CONTRACT**

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

**14. RESPONSIBILITY OF PROPOSERS**

- 14.1 City reserves the right, to aid it in determining a Proposer's responsibility, to require a Proposer to submit such evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- 14.2 All Proposers shall furnish the City with the company name, address, contact person, and telephone number of at least three (3) entities (preferably a firm other than the City) for which they have supplied similar services as requested in this Proposal during the past three (3) years, unless otherwise noted in the Proposal Document. The information should be submitted with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Proposer to notify the reference, verify contract information, and obtain permission from the reference before completing the form.
- 14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence, through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently employed or otherwise engaged in providing similar services and, taking into account the activities of a related predecessor, affiliate, or principal of Proposer, has been actively engaged in such activity for at least three (3) years immediately preceding the date of the Proposer's response to this request.

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

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

**16. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

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

**17. EXECUTION OF CONTRACT**

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

17.2 A Proposer's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).

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

**18. GEORGIA SALES TAX**

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

**19. SUBCONTRACTS**

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

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

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

**20. FAMILIARITY WITH LAWS**

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

- 21. SECURITY**  
The successful Proposer will be required to comply with all applicable standards of the City relating to security which may be in effect or changed from time to time.
- 22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION**  
An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.
- 23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION**  
An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.
- 24. INSURANCE**  
The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.
- 25. PROPOSAL ERRORS**  
In the case of a Proposer's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in ink.
- 26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**  
The Proposer certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Proposer in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.
- 27. PERFORMANCE STANDARD**  
The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Specifications. The successful Proposer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions.
- 28. NO PROPOSALS**  
In the event a potential Proposer elects not to submit a Proposal, such potential Proposer is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.
- 29. PUBLIC RECORDS/PUBLIC MEETINGS**  
Bidders hereby acknowledge that meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal shall constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that any portion of its response to be proprietary information. Proposals and all related correspondence are governed by the Georgia Open Records Act and will be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the bidder. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

\*\*\*\*\* END OF INSTRUCTIONS TO PROPOSERS \*\*\*\*\*