



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: March 27, 2023

Subject: **Approval of Contract with Toole Design to Develop a Local Road Safety Action Plan**

ACTION

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper for a contract in the amount of \$166,864 with Toole Design to develop a local road safety action plan.

SUMMARY

The city recently advertised a request for qualifications ([RFQ 23-04](#)) to develop a Local Road Safety Action Plan and received statements of qualification from 3 firms. The qualifications of each firm were rated by the city's Safe Streets Coordinator and representatives from the Community Development, Public Works and Police departments. The average rating on a scale of 0-100 were as follows:

Firm	Average Rating
Toole Design	92
KCI Technologies	89
Croy Engineering	77

After Toole Design was deemed to be the most qualified firm for this project, the city entered into cost negotiations and Toole provided the attached scope and fee proposal in the amount of \$166,864. The proposed funding source for this plan is the Safe Streets line item in the American Rescue Plan 2 fund.

SUMMARY

The Federal Highway Administration (FHWA) has identified local road safety plans as a proven countermeasure to reduce roadway fatalities and serious injuries. These plans identify the local conditions that contribute to transportation safety problems in a community. Toole's proposed scope to develop a safety action plan that is specific to Dunwoody's local conditions includes the following tasks:

- **Safety Data Analysis-** This task will include analysis of historical crash data with a focus on vulnerable road users and fatal and serious injury crashes. Future or potential crash



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risk will also be analyzed for all modes based on crash history, roadway design, demographics and other factors.

- Stakeholder Engagement and Community Outreach- Engagement will include listening sessions, safety working group meetings, an online survey and up to two public meetings
- Development of the Local Road Safety Action Plan- The plan will include strategies and action items including policies, programs and projects for the City to implement. A self-certification for federal Safe Streets for All funding and a crash data dashboard will also be included.

The City Council has identified roadway safety as a priority and recently directed \$1,200,000 from American Rescue Plan Act (ARPA) funds for staff and safety improvement implementation. At the federal level, the recently enacted Bipartisan Infrastructure Law established the Safe Streets and Roads for All discretionary grant program with \$5 billion in appropriated funds over the next 5 years. Local communities must have an adopted road safety action plan to be eligible to apply for these funds to implement safety improvements. Developing and adopting a local road safety action plan will help the city make informed safety investment decisions with its ARPA funds and will make the city eligible to apply for additional federal funding.

RECOMMENDED ACTION

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper for a contract in the amount of \$166,864 with Toole Design to develop a local road safety action plan.



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March 17, 2023

To: Michael Smith, P.E.
Public Works Director
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

From: Kristof Devastey, P.E., PTOE, PTP

RE: Scope and Fee for Local Road Safety Action Plan (LRSP)

The following represents Toole Design Group's (Toole Design) proposed scope of work and fee estimate for completing the City of Dunwoody's Local Road Safety Plan (LRSP), herein noted as the Plan. Key assumptions used in the development of this scope and corresponding budget include:

- The City of Dunwoody (the City) will identify a Project Manager who will serve as the primary point of contact and will provide direction to Toole Design for the duration of the project.
- The City Project Manager will ensure that project deliverables are distributed to appropriate internal and external stakeholders for review and comment and will provide Toole Design with one unified set of comments. Where comments conflict, the City's Project Manager will provide Toole Design with appropriate direction.
- Unless otherwise indicated, this scope of work assumes that all draft deliverables for each task will be submitted electronically, and comments will be incorporated into the draft and final Plan document.
- Our proposed scope and fee anticipate a project completion timeline of approximately 5 months from notice to proceed with a goal of completing the project by August 15, 2023.
- Deliverables indicated may be modified based on changes within specific tasks and subtasks. For example, if the City elects not to move forward with a particular subtask, that deliverable will not be produced.

SCOPE OF WORK

The following represents our proposed scope based on our understanding of the project.

TASK 1: PROJECT MANAGEMENT

The purpose of this task is to ensure the project is managed effectively and provides for coordination between the project team and City of Dunwoody staff. Toole Design's Project Manager, will coordinate the overall team, working together with the City Project Manager and communicating with local stakeholders from project kickoff to completion.

Within the first two weeks after Notice to Proceed, Toole Design will develop a Project Management Plan (PMP) that provides a critical roadmap for delivering the project in a timely, reliable, and effective manner. The PMP will include priorities for the project, communication preferences and protocols, formatting for technical reports and deliverables, a Stakeholder Engagement Plan (SEP), Community Outreach Plan (COP), and a detailed schedule with milestones and critical dates for the project.

Task 1.1: Kickoff Meeting

Toole Design will facilitate a conversation with City staff and applicable stakeholders within two (2) weeks of notice to proceed. During this meeting, we will discuss project objectives, a plan for obtaining key data for the project, Quality Assurance/Quality Control (QA/QC) procedures, and the overall schedule and key milestones for the project. A presentation will be prepared along with interactive meeting elements to allow participation and to begin shaping the vision and goals for the project. Content from the PMP will be used for the kickoff meeting and feedback received will help refine the PMP moving forward. Toole Design will share lessons learned on data analysis and safety action plans in other regions and communities, and we will work with the City to identify the keys to developing a plan that leads toward safer infrastructure investments and, ultimately, zero fatal and serious injury crashes.

Task 1.2: Project Communication and Collaboration

Toole Design's Project Manager will be rooted in the day-to-day tasks for this project. He will ensure that meeting agendas are delivered one week prior to meetings and summary notes are sent to the City for review no later than one week after meetings. Toole Design's Project Manager and Principal-in-Charge will collaborate continuously with City staff regarding project tasks and deliverables. For this project to be successful, the partnership between Toole Design and the City is critical. Toole Design's Project will set up communication protocols and file sharing systems to ensure that City staff can access summary notes, analysis findings, and draft recommendations as they are developed. At a minimum, Toole Design will hold bi-monthly check-in calls with City staff. These bi-monthly status calls will highlight completed activity, the status of task budgets, upcoming milestones and significant events, any scope issues that have arisen, and pending action items. File sharing and other communication protocols established will ensure that City staff have constant access to materials ahead of the status calls.

Task 1 Deliverables

- Project Management Plan (PMP) that includes
 - Stakeholder Engagement Plan (SEP)
 - Community Outreach Plan (COP)
- Kickoff Meeting Agenda, Presentation, and Summary Notes
- Bi-Monthly Status Calls, Agendas, and Summary Notes
- File Sharing System

Task 1 Schedule

April 10, 2023 through August 15, 2023 (Assuming March 31 NTP)

TASK 2: SAFETY DATA ANALYSIS

Toole Design will be relentlessly data-driven to establish recommendations that will save lives. The importance of this task cannot be understated. Results and findings from data analyses will directly impact the recommendations developed as part of this Plan so the importance of this task cannot be understated. Our approach to this task combines guidance from national resources (USDOT, FHWA...) with lessons learned from other communities where we have worked.

Task 2.1: Data Review and Collection

Building on previous efforts from the City of Dunwoody, Toole Design will conduct a thorough review of crash data, existing conditions, and plans/policies/programs to build a foundation on which recommendations can be built. We will build a database that includes publicly available and open-source data; this database will include information that the City has already collected along with relevant data from the Georgia Department of Transportation (GDOT) and DeKalb County. In addition, Toole Design Data Science staff will identify any missing layers of information and relevant secondary sources of information needed to identify systemic risk factors and safety issues in the City. Toole Design will communicate with the City regarding next steps to obtain missing data to ensure that the analysis is comprehensive

Toole Design will collaborate with City staff to identify all relevant GIS datasets that are necessary to analyze crash patterns and characteristics. Equally important will be the use of sociodemographic and socioeconomic data, land use data and crash reports to objectively evaluate not only where crash risks exist but the populations that may be disproportionately impacted by fatal or serious injury crashes in the City. Toole Design will use data from the US Census Bureau, American Community Survey, and USDOT's [Transportation Disadvantaged Census Tract interactive map](#) to understand how recommendations can address historical or ongoing inequities. Specific characteristics that will be considered include, but are not limited to:

- Age,
- Proportion of school-age children,
- Race and ethnicity,
- Language,
- Income,
- Education,
- Car ownership, and
- Environmental Justice communities.

The City of Dunwoody will facilitate the transfer of all applicable crash, roadway, and other data used in the data analysis that is not publicly available. Additionally, where data may have discrepancies or is unavailable, the City will answer questions related to alternative methods presented by Toole Design before moving forward with further analysis.

Task 2.2: Data Analysis

The purpose of this subtask is to perform various levels of data-driven analysis, focusing on vulnerable road users and fatal and serious injury (KSI) crashes, to inform the LRSP. The two parallel and complementary components of this task include hotspot analysis i.e., developing the existing High Injury

Network (HIN) and systemic analyses. The hotspot analysis will focus on selecting and treating sites based on site-specific crashes while the systemic analysis will focus on selecting and treating sites based on risk factors (i.e., roadway, land use, equity, socioeconomic, and demographic factors associated with increased KSI crash risks).

Toole Design will use the Safe Streets Priority Finder (SSPF) to highlight the current crash picture in the City—where and why crashes, particularly fatal and serious injury crashes, have occurred in the past five years. This begins with a sliding window analysis to identify intersections and corridors that have experienced the highest incidence of fatal and serious injury crashes in the City over the past five years. We have completed this analysis for numerous agencies and regions around the country and are very familiar with the process of creating Emphasis Areas or High Injury Networks (HIN) to focus remedial actions. This part of the analysis will also capture and build on the traditional elements of crash studies including time, weather conditions, immediate cause, location, and the parties involved.

Toole Design will also use the SSPF tool, and other safety analyses and scripts to analyze future crash risk for all modes based on crash history, roadway design, demographics, and other crash factors. This will help highlight the systemic risk factors associated with the most serious crashes in the City and enable the project team to proactively identify where those same conditions and risk factors occur, and thus where crashes are most likely to occur in the future

The emphasis of this subtask will be to understand and identify the cause or systemic risk factors associated with the most serious crashes at the regional and local levels (e.g., vehicle left turns, lack of walking or bicycling facilities, roadway speeds, crossing treatments, or other contributing factors such as distracted driving or speeding). Results from the analysis task will include, but are not limited to:

- High injury network maps
- Sliding window analysis identifying crash risk and locations where street characteristics could result in future crashes,
- Cost benefit analysis estimating tangible and intangible societal costs of killed and serious injury (KSI) crashes, and
- Top tier crash corridors maps identified by transportation mode—pedestrians, bicyclists, and drivers—specifying locations where projects can address safety risk.

Findings from this task will be illustrated in a map and the results of the analysis will be documented in a memorandum that can be used to develop recommendations in the draft and final LRSP.

Task 2 Deliverables

- Safety Analysis Data Set (GIS format)
- Analysis Findings Summary Memorandum (PDF) including:
 - Data Analysis Methodology
 - Analysis Maps

Task 2 Schedule

April 17, 2023, through May 28, 2023

TASK 3: STAKEHOLDER ENGAGEMENT AND COMMUNITY OUTREACH

Prioritizing safety culture is a desired outcome of the Plan and will require thoughtful and effective engagement with stakeholders and the public. For stakeholder engagement and community outreach, Toole Design will focus on education and communicating how safety must be integrated into decision-making at every level—for elected officials, local government staff, and individual residents. We believe that public access to information during this and every project is essential. We will craft messages that are easy to understand and present content in a manner that allows people to provide input in a variety of ways.

Toole Design will meet or exceed the requirements for engagement and outreach related to the Safe Streets and Roads for All (SS4A) Grant Program and prepare the Plan for implementation funding. We believe that public access to information during this and every project is essential. We will craft messages that are easy to understand and present content in a manner that allows people to provide input in a variety of ways.

Task 3.1: Stakeholder Engagement

Toole Design will use the Stakeholder Engagement Plan (SEP) that will be developed as part of the PMP in Task 1 to identify key stakeholders and guide engagement for this project. Stakeholders may include, but are not limited to the following:

- City staff,
- Members of partner agencies,
- Local government representatives,
- State agencies,
- School districts,
- Health care providers,
- Private sector representatives,
- Academia,
- Key advocacy groups,

Toole Design will ensure stakeholder engagement includes active listening, education, and training. The Plan will need to address safety in a variety of contexts across the region. This means that actions related to safety will vary for agency and may impact stakeholders in very different ways. Toole Design will use the stakeholder engagement subtask to create champions for safety in numerous agencies that will be involved. This approach includes three key elements throughout the life of the project. These meetings will be held virtually.

Task 3.1.1: Stakeholder Listening Sessions

Toole Design will set up virtual listening sessions early in the project with stakeholders that bring diverse perspectives on how safety is related to their work. This can include inviting representatives from local transportation, emergency services, health care, advocates, and developers to the same listening session. These sessions will ask questions of attendees to start the conversation about safety concerns, opportunities, and challenges that exist. Scheduling listening sessions early in the process will give Toole Design perspective moving forward to data analysis and recommendation development. Due to the expedited schedule, we suggested having up to six meetings over the course of a concise two-day period to take advantage of staff resources. The City will identify and coordinate these virtual meetings during

this two-day time frame. We will use MIRO, an online tool, to facilitate the conversation. We suggest a mix of one-v-one sessions and small group sessions over the course of 1 hr, and will work with the City to identify the right mix.

Task 3.1.2: Safety Working Group Meetings

Toole Design proposes meetings with a working group that includes representatives at the state, county, and local levels. This group may include private and non-profit representatives. Meetings will be held three times during the life of the project: 1) after project kick-off, 2) after the data analysis and 3) after the draft development of recommendations.

Education and implementation will be the emphasis of the working group meetings. Toole Design will present information and create opportunities for conversation related to safety policies, programs, and projects. Working Group members will not only help shape the recommendations but will also be key members for implementation after the Plan is complete. Meeting format may be in-person and/or virtual, as deemed appropriate by City staff. Toole Design anticipates the first working group meeting to be held in-person to set the stage for the value of these meetings for Plan development. If the option to meet in person is preferred, the City will be responsible for providing meeting space for the meeting(s) and outreach to representatives. We will work with City Staff on the format of subsequent meetings.

Task 3.2: Community Outreach

Toole Design will use the Community Outreach Plan (COP) that will be developed as part of the PMP in Task 1 to focus on engagement with community members throughout the City. Critical to the Plan's success will be creative and equitable engagement (required for SS4A eligibility) to reach diverse populations and collect input on how recommendations can increase safety in a variety of contexts.

Task 3.2.1: Surveys and Interactive Map

Toole Design will develop a survey that will allow for both the public and stakeholders to provide input to identify challenges and opportunities associated with progressing a safety culture in Dunwoody. This survey will not be statistically valid. The survey can be online to be distributed through social media, email, and on websites and at local events. Along with the survey, an online interactive map will be developed to collect specific locations where residents perceive existing safety risk. Locations identified through the interactive map will be reviewed with findings from data analysis (Task 2) to confirm perceptions and to spot-check analysis results.

Task 3.2.2: Local Community Engagement Meetings

Toole Design will host up to two (2) meetings that will be open to the larger public and will provide important community insights that will support the data analysis components of this project. We would recommend either hosting one meeting each during the kick-off and recommendations phases of this project or hosting two meetings focused specifically on the project recommendations. In order to make these meetings as accessible and productive as possible, we recommend the meetings be formatted as "pop-up meetings" held in open, high-foot traffic locations. This style of meeting allows us to take the meetings out into the local community, have more personal interactions, and are particularly useful when discussing specific project recommendations that can be technical in nature. We will confirm the specific details of these meetings with the City of Dunwoody during the development of the Community Outreach Plan in Task 1 of the project.

Task 3 Deliverables

- Stakeholder Engagement Meetings (up to 6)
- Safety Working Group Meetings (3)
- Local Community Engagement Meetings (up to 2)
- Survey and Interactive Map

Task 3 Schedule

May 29, 2023 through July 14, 2023

TASK 4: DEVELOP LOCAL ROAD SAFETY PLAN

Toole Design will develop a draft and final Local Road Safety Plan (LRSP) for the City of Dunwoody that incorporates findings from data analysis and input from stakeholders and the community. The priority of this Plan will be to meet and exceed the eligibility requirements set forth by USDOT for SS4A grant funding.

Task 4.1: Review of Relevant Documents

Toole Design will conduct a review of relevant documents and produce a summary for the final Plan. Our focus during review will be to identify how these documents provide opportunities or present challenges to implementing the Safe System Approach and creating a positive traffic safety culture. The summary of these documents will highlight elements to leverage and changes or updates that will be beneficial moving forward. Documents to be reviewed include, but are not limited to, the following.

- City of Dunwoody's Comprehensive Plan 2020-2040
- Dunwoody Trail Master Plan
- Local land development ordinances
- Local roadway design standards
- Previous planning program resources such as Safe Routes to School

Task 4.2: Develop Strategies and Action Items

Toole Design will prepare safety strategies and actions using the findings from previous tasks. This task will highlight specific policies, programs, and projects for the City to implement. The final Plan will include a table of strategies and action items that lists recommended time for completion, and measurable outcomes.

As part of the Plan development, our considerations will align with USDOT and FHWA and will include, but are not limited to, the following.

- **Equity:** We will compare safety data with sociodemographic and socioeconomic data to understand how certain populations are being disproportionately represented by KSI crashes.
- **Safe System Approach:** We will consider how this impacts more than just safety projects and how this approach is a mindset change and must consider multiple processes.
- **Complete Streets:** We will evaluate existing policies and look for opportunities to strengthen the safety element in Complete Streets policy and design.
- **High Injury Network:** We will provide maps and summary data to understand priority corridors and locations throughout the City.
- **SS4A Eligibility:** We will ensure that process, strategies, and actions align with requirements for SS4A grant funding.

Task 4.3: SS4A Self-Certification Eligibility Worksheet

Toole Design will ensure that the Plan meets requirements for SS4A implementation grant funding. The elements that will be included are:

SS4A Element	Toole Design's Work Plan
Leadership commitment and goal setting that includes a goal timeline for eliminating roadway fatalities and serious injuries.	Before the completion of the Plan, Toole Design will work with the City to get a commitment from City Council to zero KSI crashes by a target year.
Planning structure through a committee, task force, implementation group, or similar body charged with oversight of the Plan development, implementation, and monitoring.	Toole Design will establish a Safety Working Group that will guide recommendations and become champions for implementation.
Safety analysis of the existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region.	Toole Design will conduct detailed analysis for crashes throughout the City using the Safe Street Priority Finder tool.
Engagement and collaboration with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback.	Toole Design will engage stakeholders and the community to actively listen and collect feedback on how to increase real and perceived safety concerns.
Equity considerations developed through a plan using inclusive and representative processes.	Toole Design will ensure that analyses highlight inequities, engagement is accessible and represents diverse populations within the City, and recommendations increase safety where it is needed most.
Policy and process changes that assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.	Toole Design will review relevant documents and identify opportunities to leverage existing work along with key updates and changes that are critical to implement safety projects.
Strategy and project selections that identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Plan.	Toole Design will provide strategies and actions for the City that are systemic, data-driven, and focus on equity.

Progress and transparency methods that measure progress over time after a Plan is developed or updated, including outcome data.	Toole Design will ensure that strategies and actions are specific and measurable for the City to assist with annual reporting. (Task 4.5)
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Task 4.4 Develop LRSP

During this task, Toole Design will work with the City to tie together the findings and feedback from the previous tasks into a draft and final LRSP that is data-driven, practical, and visionary. The draft LRSP will not only include findings from previous tasks but will also provide a customized menu of short-term strategies, countermeasures, and recommendations that will give the City clear direction on how to implement these safety projects. The strategies and action items will be inclusive of individual and systemic project recommendations that use proven countermeasures and have a high impact on increasing safety. The Plan will be heavily influenced by the understanding and information gained through stakeholder and community engagement, feedback on demonstration projects, and data analysis. The draft and final Plan will comprise the following sections:

- Introduction
- Stakeholder and Community Engagement Key Findings
- Methodology
- Existing Conditions and Data Analysis
- Strategies and Action Items
- Appendices.

Upon request, Toole Design will present the Plan's findings to City Council.

Task 4.5 Crash Data Dashboard

Using data to transparently track and communicate the City's efforts and the outcome of these efforts is central to achieving the Vision Zero goal and is consistent with the funding requirement of SS4A. Toole Design will develop an interactive, public facing Crash Data Dashboard. The Dashboard will be grounded in accurate data and have a user-friendly interface in order to effectively disseminate information to the public and inform agency decision-making. It will illustrate key trends, patterns, and takeaways from the crash data that is collected whenever there is a police-reported crash. Toole Design will work closely with City staff to define requirements for the user interface before fully developing the dashboard. Iterating early in the process and involvement from City staff will lead to a more robust final product. It is intended to be viewed both by the public and City staff and decision-makers to further an understanding of what is working and what additional strategies may need to be deployed to make Dunwoody's streets safer for all users.

Task 4 Deliverables

- Draft and final Plan (PDF format)
- SS4A Self-Certification Eligibility Worksheet
- Crash Data Dashboard
- Presentation of project findings and Plan to City Council

Task 4 Schedule

July 17, 2023 through August 15, 2023

Compensation

Compensation for the services provided will be in accordance with Toole Design's Standard Contract Terms for a lump sum fee of \$166,864 (See breakdown below).

Task		TOTAL
1.0	Project Management	\$14,660.00
1.1	Kickoff Meeting	\$ 2,448.00
1.2	Project Communication and Collaboration	\$ 12,212.00
2.0	Data Review, Collection, and Analysis	\$22,120.00
2.1	Data Review and Collection	\$ 8,540.00
2.2	Data Analysis	\$ 13,580.00
3.0	Stakeholder Engagement and Community Outreach	\$59,292.00
3.1.1	Stakeholder Listening Sessions	\$ 15,292.00
3.1.2	Safety Working Group Meetings	\$ 19,516.00
3.2.1	Surveys and Interactive Maps	\$ 10,804.00
3.2.2	Community Engagement Meetings	\$ 13,680.00
4.0	Develop Local Safety Action Plan	\$66,612.00
4.1	Review of Relevant Documents	\$ 9,800.00
4.2	Develop Strategies and Action Items	\$ 23,036.00
4.3	SS4A Self Certification Eligibility Worksheet	\$ 3,232.00
4.4	Develop LRSP	\$ 20,220.00
4.5	Crash Data Dashboard	\$ 10,324.00
Subtotal Labor		\$162,684.00
EXPENSES		\$4,180.00
TOTAL FEE		\$166,864.00

Time and Manner

Toole Design is prepared to begin work immediately upon receiving the executed proposal and anticipates substantial completion of the project within 5 months from Notice to Proceed (NTP).

Sincerely,

Kristof Devastey, PE, PTOE, PTP | Senior Transportation Engineer

TOOLE DESIGN

8484 Georgia Avenue, Suite 800 | Silver Spring, MD 20910

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REQUEST FOR QUALIFICATIONS

RFQ 23-04

LOCAL ROAD SAFETY PLAN

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

Catherine Lautenbacher City Council Post 1
Rob Price 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

Local Road Safety Plan

The City of Dunwoody, hereinafter called the City, seeks design consulting firms to provide professional services for RFQ 23-04 Local Road Safety Plan. The City intends to select a consulting firm through the qualification-based selection process, and intends to execute a consulting agreement with the selected firm for services to be provided. The selected firm will be expected to provide services in accordance with the project schedule.

Sealed Statements of Qualifications for Purchasing RFQ 23-04 will be received by the City. Service providers whose qualifications meet the criteria established in the Request for Qualifications, 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 qualifications.

To be considered for selection, a statement of qualifications must be submitted in a sealed envelope, clearly marked RFQ 23-04. The submittal must include one (1) printed and signed original, and one (1) electronic copy in PDF on a USB Drive and **shall be submitted no later than 2:00pm, February 23, 2023**. (Qualifications will not be accepted by facsimile or e-mail). Any submittal received after the time and date specified will not be considered but will be returned unopened.

Submittals must be addressed as follows:

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

The City's staff will review all SOQs submitted and award, if made, will be to the most qualified and responsive offerer as deemed by the City, in the sole discretion.

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 RFQ. The City may, at its sole discretion, ask for formal presentations (at offerer's expense at the City's site) from all of the responsive and responsible offerers, or only from those firms that are short-listed, if short-listing is determined to be in the best interest of the City. Negotiations will be conducted and may take place in person or via telephone with the most qualified firm as identified by the City. Offerers 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 SOQ non-responsive.

Questions regarding submittals should be directed to the Purchasing Manager, Mr. John Gates, john.gates@dunwoodyga.gov no later than 5:00pm February 13, 2023. Statement of Qualifications are legal and binding when submitted. The City will provide an official written answer to all questions received by **February 17, 2023**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be posted on the State of Georgia/DOAS website alongside the posting of the RFQ at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and also the City's website at: www.dunwoodyga.gov by the close of business on the date listed. Offerers must sign and return any addendum with their RFQ response.

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 Request for Qualifications Documents.

To ensure the proper and fair evaluation of SOQs, the City highly discourages any communication initiated by an offerer or its agent to an employee of the City evaluating or considering the qualifications during the period of time following the issuance of the RFQ, the opening of qualifications 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 an offerer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the SOQ. Any communication initiated by offerer 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 john.gates@dunwoodyga.gov. Unauthorized communication by the offerer may disqualify the offerer from consideration.

Offerers should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ.

Summary of Important Dates

Release of RFQ	February 2, 2023	
Written Questions Due	February 13, 2023	By 5:00pm
Addendum Released By	February 17, 2023	By 5:00pm
Qualifications Due	February 23, 2023	By 2:00pm
Contract Award	March 31, 2023 (Approx.)	
Draft Report Submittal	August 15, 2023	

Issuance of the RFQ in no way constitutes a commitment by the City of Dunwoody to award and execute a contract. Upon a determination, such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFQ;
- reject any or all Statement of Qualification received in response to this RFQ;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statement of Qualification;
- request additional information from any offerer
- extend the date or time scheduled for receiving the RFQs
- award a partial contract or contracts to multiple offerers
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

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PART ONE - BACKGROUND

The City of Dunwoody is seeking statement of qualifications (SOQs) to provide planning and engineering expertise for completion of a local road safety plan. This effort will be locally funded and will include analyzing safety data, gathering input from the public, determining emphasis areas, identifying, and prioritizing strategies and producing a final plan.

PART TWO - SCOPE OF WORK

The road safety plan will encompass approximately 42 centerline miles of local, collector and arterial roads. The purpose of the plan will be to address the local conditions that contribute to roadway safety and to guide the city in making informed safety investment decisions.

The detailed scope shall include but is not limited to:

2.1 Safety Data Analysis: The consultant shall analyze historical crash data from the city and state's databases along with available traffic data to identify contributing factors, crash patterns and safety issues. The consultant will analyze the city's roadway network and vulnerable road user travel patterns to identify locations with the most risk factors.

2.2 Community Engagement: The consultant shall propose a process to engage the community and solicit input beginning after the data analysis phase and continuing through to adoption of the final plan. The plan should include up to 10 stakeholder meetings, a community meeting and a presentation to the City Council.

2.3 Determine Emphasis Areas: The consultant shall identify emphasis areas based on the safety data analysis, community engagement and city staff input. Emphasis areas may be physical locations such as intersections and corridors or could target broader issues such as speed management and non-motorized road users. Emphasis areas focused on vulnerable road users shall be of particular concern.

2.4 Identify Strategies to Address Emphasis Areas: The consultant shall develop cost effective safety strategies and projects targeting the recommended emphasis areas. The strategies will consist of components from the 4 Es of roadway safety: Education, Enforcement, Engineering and Emergency, as appropriate.

2.5 Develop the Road Safety Plan: The consultant shall prepare a written plan that summarizes the data analysis and community engagement, identifies the emphasis area, prioritizes the identified strategies and provides a short-term action plan with estimated costs.

PART THREE - PROPOSAL FORMAT

Each Statement of Qualification (SOQ) should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Statement of Qualification, the Offerer should reference these materials in the technical Statement of Qualification, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

The statement of qualifications (SOQ) should be submitted in a sealed envelope. To aid in thorough and consistent review, the statement of qualifications shall be submitted on no more than 20, 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:

3.2.1 SECTION I – Each SOQ 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 and email address. The Table of Contents shall contain the sections and corresponding page number for the items listed below. All pages of the SOQ must be clearly identified and consecutively numbered and correspond to the Table of Contents. Please note – Section I shall not be included into the 20-page limit.

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

3.2.2.1 A detailed 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.

3.2.2.2 State the proposer’s belief of the scope of the intended strategy within the City. If there are any gaps between what the proposer believes should be the proper scope of the services given all information known at the time of this RFQ, the proposer should clearly state these gaps in this section and clearly mark these concerns as such.

3.2.2.3 Discussion of the assumptions relating to the responsibilities and/or commitments the proposer is expecting of the City throughout the life of this project.

3.2.3 SECTION III – Each proposer shall provide three case histories of recent similar projects completed by the firm. For each project provide the client name and contact information, location and dates for which services were performed. Provide a description of the overall project, project budget and services provided. Indicate the role of proposed key team leaders in the project.

3.2.4 SECTION IV – Each proposer shall document its staff, experience and qualifications by providing in its SOQ 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.

3.2.5 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 20-page maximum guideline for the statement of qualification 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.

3.3 Offerers must organize their Statement of Qualification into sections that follow the format of this RFQ.

3.4 Offerers failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualification that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

PART FOUR - EVALUATION OF PROPOSALS

4.1 The City's staff will review all SOQ'S 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 submittal before a recommendation for ranking of the submittals is made. Interview responses and performance, along with the written statements 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.

4.2 The City, in its discretion, may award the Contract to the responsible and responsive submitter submitting the SOQ which is deemed to be the most advantageous to the City. The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

4.2.1 Project Understanding and Approach (50%): Describe the consultant's understanding of the proposed project as described in the Request for Qualifications. Demonstrate an understanding of the magnitude of the task, the constraints, and the desired outcomes for the project. 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 SOQ and should spell out how this work can be performed in a cost-effective manner. Identify any unique challenges of the project and how the firm intends to mitigate these challenges. Briefly describe quality control and quality assurance procedures. Provide specific qualifications, skills or knowledge of the project which may uniquely benefit the firm and the project.

4.2.3 Schedule: Include a schedule for timely completion of the scope of work. Include information on the amount of time for each task.

4.2.4 Project Personnel (20%): 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. Indicate the workload and availability of the project manager and key team leaders.

4.2.5 Similar Experience (30%): 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 qualifications review process.

4.3 The consideration of individual criterion is merely a tool to assist the City in determining which SOQ is most advantageous, as a whole, to the City. The relative advantages of one Submitter's responses with respect to one criterion may outweigh shortcomings of that Submitter'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.

4.4 All responsive Statement of Qualification will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified.

4.5 The City may make such investigations as deemed necessary to determine the ability of the offerer to provide the supplies and/or perform the services specified including, but not limited to, contacting references. These references may be contacted to verify offerer's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerer to perform the conditions of the contract. Negative references may be grounds for Statement of Qualification disqualification.

4.6 Selection and award will be based on the offerer's Statement of Qualification and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerers outside the formal response or subsequent discussion and/or negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offerer being disqualified from further consideration.

4.7 Generally, the City's position is not to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a Pre- Award Debriefing can be requested following Due Diligence. For these contracts, Pre-award debriefings would be provided after the announcement of the short-listed firms within the time period posted on the website. All requests must be made and scheduled within this time frame. Any request outside of this time period will be accommodated only at the discretion and convenience of City staff.

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

**QUALIFICATIONS FORM
REQUEST FOR QUALIFICATIONS (RFQ) 23-04**

LOCAL ROAD SAFETY ACTION PLAN

The undersigned, as Offerer, hereby declares that this Statement of Qualifications (SOQ) is in all respects fair and submitted in good faith without collusion or fraud. Offerer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its SOQ, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Offerer, 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 SOQ or the City's evaluation or consideration thereof.

The Offerer 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 Offerer agrees, if this SOQ 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 to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Offerer 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 RFQ Documents), the award may be offered by the City to the next ranked offerer, or the city may re-advertise for qualification, and in either case the City shall have the right to recover from the Offerer 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 Offerer under Section 9 of the Instructions to Offerer if the Offerer withdrew or attempted to withdraw its SOQ.

The Offerer 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.

Lynn Deutsch Mayor
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Sharon Lowery CMC City Clerk

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Joe Seconder City Council Post 5
John Heneghan City Council Post 6

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

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

Company Name: _____

It shall be the responsibility of each Offerer 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 Offerer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work is to be completed within 180 days of notice to proceed.

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 Consultant which shall itemize each element of performance.

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The contractor agrees to provide all work to complete the project described in this document for the amount listed below.

Legal Business Name_____

Federal Tax ID_____

Address_____

Does your company currently have a location within the City of Dunwoody? Yes____ No____

Representative Signature_____

Printed Name _____

Telephone Number _____

Fax Number_____

Email Address _____

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INSTRUCTIONS TO OFFERERS

1. INTENT

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

2.3 A Proposer's Proposal prices shall remain firm for 180 days from the submission deadline. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.

2.4 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.

2.5 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.

2.6 The City will contract with the successful Proposer to provide services indicated in the Specifications throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

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 action, 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.

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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 Qualifications, 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.

5. ADDENDUM(S)-CHANGES WHILE PROPOSING

Other than during a 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, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, or by e-mail to purchasing@dunwoodyga.gov at least five (5) business days before the date and time announced for the Proposal opening. 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 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 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. If the Proposer is an LLC, the Proposer 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.

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 corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. 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.

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John Heneghan City Council Post 6

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 Purchasing Proposal #. 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, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, or by e-mail to purchasing@dunwoodyga.gov. Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

10. WITHDRAWAL OF PROPOSALS

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

11. DISQUALIFICATION OF PROPOSERS

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

11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

11.1.2 Evidence of collusion between or among Proposers;

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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 thirty (30) 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. 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 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. GUARANTY OF FAITHFUL PERFORMANCE

A Performance Bond shall not be required for this Contract.

Lynn Deutsch Mayor
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16. POWER OF ATTORNEY AND COUNTERSIGNATURE

Not applicable.

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.

Lynn Deutsch Mayor

Eric Linton ICMA-CM City Manager

Sharon Lowery CMC City Clerk

Catherine Lautenbacher City Council Post 1

Rob Price 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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

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, Proposers 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 proposer 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 proposer'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 *****

Lynn Deutsch Mayor
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Sharon Lowery CMC City Clerk

Catherine Lautenbacher City Council Post 1
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Joe Seconder City Council Post 5
John Heneghan City Council Post 6

APPENDIX A

**NO RESPONSE TO
REQUEST FOR QUALIFICATIONS**

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

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

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

Company Name

Signature

Printed Name

Title

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APPENDIX B

SAMPLE

CONSULTANT CONTRACT RFQ 22-06

This **CONTRACT** made and entered into this _____ day of _____, 20____ by
and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the CITY),
and
_____, (Party of the Second Part, hereinafter called the Consultant)

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:

This contract shall commence upon execution of contract.

2. ATTACHMENTS:

Copies of the Consultant's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Proposal process (hereinafter collectively referred to as the "Bid Proposal") 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 Proposal, the City's contract documents shall control.

3. PERFORMANCE:

Consultant 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 Proposal.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Consultant for the actual quantity of work performed, which shall in no event exceed \$_____. 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 Proposal (Exhibit A). The City agrees to pay the Consultant following receipt by the City of a detailed invoice, reflecting the actual work performed by the Consultant.

5. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for

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John Heneghan City Council Post 6

compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

6. TERMINATION FOR CAUSE:

The CITY may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. 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 Contract for its convenience at any time upon 30 days written notice to the Consultant. In the event of the CITY's termination of this Contract for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Consultant 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 Consultant 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 Consultant 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 subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

9. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE:

All documents and materials prepared pursuant to this Agreement are the property of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship.

The Consultant 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. 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.

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

10. SAFETY AND PROTECTION:

The Consultant shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Consultant 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.

11. ACCOUNTING RECORDS:

The Consultant and its subconsultant, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available 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.

12. ASSIGNMENT:

The Consultant 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 without the previous consent of the City in writing.

13. 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.

14. 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.

15. 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.

16. 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.

17. TRAVEL COST REIMBURSEMENT:

Consultant is subject to the City of Dunwoody travel policy for all requests made for travel cost reimbursement.

18. OWNERSHIP OF INTELLECTUAL PROPERTY:

The City shall own all intellectual property produced under and for this contract.

19. PROFESSIONAL LIABILITY INSURANCE :

Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" 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.

20. NON-DISCRIMINATION:

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

20.1. Compliance with Regulations

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

Catherine Lautenbacher City Council Post 1
Rob Price 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

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

20.2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

20.3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor 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, sex, or national origin.

20.4. 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 of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to The City of Dunwoody, GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

20.5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

20.6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

DUNWOODY, GEORGIA

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

DUNWOODY, GEORGIA

By:

Mayor
City of Dunwoody, GA

ATTEST:

Signature _____

Print Name _____
City Clerk

APPROVED AS TO FORM:

Signature _____
Dunwoody Staff Attorney

CONSULTANT: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate
Secretary (Seal)

Lynn Deutsch Mayor
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Joe Seconder City Council Post 5
John Heneghan City Council Post 6

REQUIRED DOCUMENT**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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 engaged in the physical performance of services on behalf of the City of Dunwoody has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

CITY OF DUNWOODY

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

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

Catherine Lautenbacher City Council Post 1
Rob Price 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

REQUIRED DOCUMENT***O.C.G.A. § 50-36-1(e) (2) Affidavit Verifying Status for City Public Benefit***

****This form is required for ALL LICENSES/PERMITS/CONTRACTS by State Law****

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit(s)], as referenced in O.C.G.A. § 50-36-1, from the City of Dunwoody, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen
(Must include copy of either current State Driver's License, Passport, or Military ID)
- 2) _____ I am a legal permanent resident of the United States**
(Must include a copy of your current State Driver's License and a copy of your Permanent Resident Card or Employment Authorization Card)
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.**
(Must include a copy of your current State Driver's License and a copy of your Permanent Resident Card or Employment Authorization Card)

**My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

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 O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (City), _____ (State).

Signature of Applicant

Date

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____.

My Commission Expires: _____
NOTARY PUBLIC/SEAL

Lynn Deutsch Mayor
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Sharon Lowery CMC City Clerk

Catherine Lautenbacher City Council Post 1
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Stacey Harris City Council Post 4
Joe Seconder City Council Post 5
John Heneghan City Council Post 6

REQUIRED DOCUMENT



CONTRACT REFERENCES FORM

CONSULTANT'S NAME: _____

CONSULTANT'S CONTACT NAME: _____

CONSULTANT'S EMAIL: _____

CONSULTANT'S ADDRESS: _____

CONSULTANT'S PHONE: _____

REFERENCE 1

NAME: _____

PHONE: _____

EMAIL: _____

ADDRESS: _____

PROJECT/TASK: _____

REFERENCE 2

NAME: _____

PHONE: _____

EMAIL: _____

ADDRESS: _____

PROJECT/TASK: _____

REFERENCE 3

NAME: _____

PHONE: _____

EMAIL: _____

ADDRESS: _____

PROJECT/TASK: _____