



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

To: Mayor and Council

From: Ginger LePage, Technology Director

Date: 8/12/2024

Subject: Approval of agreement for Backup and Recovery Services Solution Provider

Action:

Authorize the Mayor, City Manager, or a designee to execute all documents necessary and proper to enter into an agreement with Kopesky Enterprises to serve as the City's Backup and Recovery Services Solution Provider.

Summary:

Due to changes in Cyber Insurance requirements and technological advances in Backup Solutions, the City needs to upgrade our Backup Solution to a more advanced, secure, and reliable solution. Staff worked with the purchasing department to post RFP 24-01 Backup and Recovery Services Solution Provider, to select the best fit to ensure best practices are followed for our business continuity and recovery of our technology environment.

Details:

The City was looking for a Backup Solution that included immutable cloud and local copies with regular and recurring testing to ensure copies are usable and reliable in case of future emergent need. Additionally, the City was looking for fast recovery options to ensure business continuity.

The attached RFP 24-01 Backup and Recovery Services Solution Provider was opened on 1/4/2024 and ran until 3/26/2024. There were six (6) vendor submittals.

RFP process:

1. The technical evaluation committee for the initial phase included internal and external technology department managers and engineers. The committee completed thorough evaluations of the technical proposals. The average score for each section of the proposals was documented as the technical evaluation score.
2. After the technical evaluation was completed, the cost proposals were reviewed and scored.
3. Due to the gap between the highest scored submittal and second highest scored submittal, it was determined there was not a need for interviewing the top two submittals. The highest scored submittal was Kopesky Enterprises, inc DBA Surelock Technologies.
4. Once the leading submitter was identified, the submitted references were contacted and Fayette County Public Schools, City of Gainesville, and City of Winder contacts gave positive feedback.



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Recommended Action:

Staff recommendation award agreement to Kopesky Enterprises for the project rollout and first year, not-to-exceed cost of \$129,905.00. This cost includes estimated one-time charges of \$118,330.00 and a 12-month estimated cost of \$11,575.00. These charges will be covered between the remaining Technology ARP and the Technology General Budget. After the first year has ended, these charges would be covered by general funds at an estimated \$53,725 in year two.



Request for Proposals - RFP 24-01

Backup and Recovery Services Solution Provider

Issue Date: Thursday, January 4, 2024

Questions due by: Tuesday, January 23, 2024, at noon.

Proposal Due Date: Tuesday, February 20, 2024, at 2 p.m.

Project Work should begin no later than April 1, 2024.

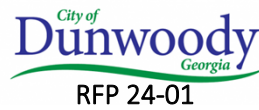


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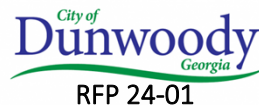
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RFP 24-01

1 Introduction

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for Purchasing RFP 24-01 Backup and Recovery Services Solution Provider. The City will consider vendors whose proposals meet the criteria established in the Request for Proposal. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors. **Project Work should begin no later than April 1, 2024.**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked “**John Gates, Purchasing Manager – Confidential RFP 24-01 Backup and Recovery Services Solution Provider.**” Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. **The City must receive proposal packages no later than Tuesday, February 20, 2024, at 2 p.m.**, at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent electronically. The City will not consider proposals received after the time and date specified for the opening; the City will return any late proposals unopened. Furthermore, proposals are legal and binding when submitted.

Contractors shall submit all questions regarding Purchasing RFP 24-01 via email only to Purchasing@dunwoodyga.gov no later than Tuesday, January 23, 2024, at noon. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City’s website.

Proposals should be clearly marked on the outside packaging with “**John Gates, Purchasing Manager – Confidential RFP 24-01 Backup and Recovery Services Solution Provider**” and addressed as follows:

**John Gates, Purchasing Manager
Confidential – RFP 24-01
Backup and Recovery Services Solution Provider
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338**

Contractors may not withdraw their proposal for a period of one hundred and eighty (180) days after the time and date scheduled (or subsequently rescheduled) for proposal opening. The City’s staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list companies that the City deems best meet the requirements, taking into consideration all criteria listed in the RFP. The City may at its sole discretion, ask for formal presentations from all the responsive, and responsible, Bidders or only from those companies that are short-listed.

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

The technical proposal envelope should only contain the Bidder’s technical response (and must include the **Appendix D – Technical Table**); the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder’s organization name, address, contact information and clearly labeled (RFP) 24-01 Backup and Recovery Services Solution Provider TECHNICAL Proposal.

The cost proposal envelope should only contain the Bidder’s cost proposal (and must include the **Appendix C –Cost Table**); the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder’s **organization name, address, contact information and clearly labeled (RFP) 24-01 Backup and Recovery Services Solution Provider COST Proposal.**

All proposals may be subject to public inspection under Georgia law.

The City will score all technical proposals first and then evaluate cost proposals. Following the review of the technical proposals, the City will review Bidders’ cost proposals and calculate the final score for each proposing Bidder. The City reserves the right to review only the cost proposals from the highest ranked vendors who demonstrated, in the City’s opinion, the best ability to meet the needs of the City.

The City may negotiate with the highest-ranking vendor for each service area. Negotiations may take place in person, via zoom teleconference, or via telephone with the qualified company(s) as identified by the City, or if short-listing occurs, the City may negotiate with some, or all, of the short-listed Bidders. The City may give Bidders an opportunity to submit their best and final offers, which shall include a contract signed by the Bidder. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

The Bidder awarded the Contract must provide proof of liability insurance, along with any other required insurance coverage and evidence of business or occupational license, as outlined in the RFP.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any Bidder, or to reject any or all proposals and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals. Award, if made, will be to the responsible and responsive Bidder submitting the proposal, deemed by the City, in its sole discretion, to be the most advantageous to the City, price and other factors considered.

To ensure the proper and fair evaluation of proposals, the City prohibits any communication, except as expressly authorized herein regarding this solicitation initiated by a Bidder or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a final decision (vote) has been made with respect to the Contract award.

A designated employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by Bidder regarding this solicitation during evaluation period should be submitted in writing, marked CONFIDENTIAL and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338, or by e-mail to Purchasing@dunwoodyga.gov. **Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.**

* * * END OF INTRODUCTION* * *

2 General Information

2.1 Background

The City of Dunwoody is an incorporated city (2008) on the north side of metro Atlanta with a 2020 census population of 51,683. It is a scenic community with many of the metro areas top dining, shopping, schools, and recreation. The City of Dunwoody is settled at the most northern tip of DeKalb County, bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant amount of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, a variety of places of worship and several neighborhood level shopping centers and office complexes. The road network and public transit provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family friendly and convenient location for businesses and visitors.

The City functions under the governance of a City Council and the management of a City Manager. The City provides municipal services to its citizens and businesses in a unique and progressive manner through a partnership with private companies. From the initial incorporation, the City has operated as a public-private partnership (PPP), with a vast majority of City staff employed by private companies where the City has determined that the PPP model adds value, flexibility, promotes competition, builds accountability, and provides the highest level of customer service to the citizens of the City.

2.2 Purpose of Procurement

The City is in search of a Backup and Recovery Services Solution Provider (Provider). Working with onsite staff, this Provider will be responsible for assisting the City with equipment procurement (if needed) and rollout of a new backup and redundancy solution. Currently, the City utilizes Veeam with immutable backups stored both locally and in a “Government-Level Cloud”. The City is looking to upgrade our current solution utilizing a provider that will assist the City in configuring a security focused solution based on industry best practices. The awarded solution provider will supply hardware (if needed), software, internal, and external systems integration with affiliated implementation, maintenance, and training services. The City is looking for a provider that has extensive experience with their suggested backup application, working with a 24/7/365 Local Government and Public Safety environment, and will pass the City’s Vendor Security Assessment (sample questions are included as [Appendix E](#)).

* * * END OF GENERAL INFORMATION * * *

3 Scope of Work

3.1 General Requirements

The City of Dunwoody is requesting written proposals from qualified vendors for the full implementation and integration of a data backup and recovery system solution. It is anticipated that the scope of services will include tasks listed below but the detailed scope of services will be negotiated between the City and the selected provider. Vendors submitting proposals shall have adequate prior experience working with local government and/or public safety. Vendors shall be able to supply references where they have successfully completed full backup and recovery system implementations in a similar environment previously. Proposals should meet the following requirements (full list of features and functions are located in **Appendix D –Technical Table**):

3.1.1 Hardware purchase

The vendor should include a list of any physical hardware necessary for their backup and recovery system solution.

3.2 Phase 1 - Planning

Phase 1 will include a comprehensive focus on the City’s environment with discovery, discussions, and planning. During this phase, the City will work with the vendor to answer all questions about the City’s environment to ensure all elements are included in the plan for the backup and recovery solution. The vendor shall include a sample project plan with estimated timeline for project completion in the proposal documents. **During this phase, the Vendor can notify the City of any additional software/equipment/hardware necessary that may have been overlooked due to a lack of information provided by the City during this RFP process.** All software/equipment/hardware shall be approved by the Security Team prior to deployment.

3.3 Phase 2 – Procurement, if needed

Phase 2 will be a placeholder for procurement, in case anything additional is needed. The City is advising the vendor to add an additional two (2) weeks to the timeline when anything additional beyond the initial Proposal is needed to ensure enough time for potential approval processing. **This phase will only be used if additional software/equipment/hardware has been determined necessary during the planning phase.**

3.4 Phase 3 – Implementation

Phase 3 will be implementation of the backup and recovery system solution. It will include preparation, implementation, training onsite staff (for basic level management), go-live, support, and all necessary documentation for configuration.

3.4.1 Disaster Recovery Documentation

Assist the City staff to develop Backup and Disaster Recovery Procedure Documentation incorporating the new Backup and Recovery Solution.



3.5 Phase 4 – Ongoing Management, Testing, and Support

Phase 4 includes the ongoing and as needed administration, escalation, and management of the backup and recovery system. This phase should include proactive and reactive responses, as well as data validation testing and monthly status reports. The City requires, at minimum, quarterly meetings with the Vendor during this phase. This phase will begin one week after “Go-Live”. In accordance with O.C.G.A. § 36-60-13, this agreement shall terminate absolutely and without obligation on the part of the City on December 31 of the year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. The agreement shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken to terminate it earlier.

3.5.1 Monthly Report

The City requires that the vendor provide a Monthly status report including, at a minimum, a breakdown of any support requests/tickets and status of backups and data validation tests.

3.6 City’s Environment Overview

The City currently has approximately 55 Virtual Servers (VM Ware) spread across 5 host servers at 3 physical locations that are connected via a Point-to-Point network connection. Currently, they use approximately 45 TB of data storage space. The servers are a range of Windows Server and Linux OS.

3.7 Disaster Recovery

The vendor shall explain how this solution handles the recovery process for disasters caused by:

- Malfunctioning Equipment
- Ransomware
- Loss of Power
- Destruction of the building

3.8 Preferable Features

The City has the following preference for consideration:

1. Solution has the ability to run VMs directly from the “cloud” back up in cases of Disaster Recovery.
2. Solution includes recovery support and assistance in case of Disaster.

3.9 Value Added Products and Services

Include any additional products and/or services available that vendor currently offers in their normal course of business that is not included in the scope of this RFP that you think will enhance and add value to the product.

The vendor shall demonstrate the ability to complete all tasks outlined in this RFP and provide examples of successfully completed projects of a similar nature. The vendor shall agree to an explanation of implementation plan including process reviews with departments.

*** END OF SCOPE OF WORK ***

4 Proposal Format

4.1 Economy of Presentation

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

4.2 Proposal Submission

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

4.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- One (1) signed original and
- One (1) electronic copy on a flash drive, in searchable PDF

The outside of the technical proposal envelope must be clearly labeled with the Bidder’s **organization name, address, contact information and labeled (RFP) 24-01 Backup and Recovery Services Solution Provider TECHNICAL Proposal**. The technical proposal envelope should only contain the Bidder’s technical response.

The technical proposal envelope should contain, at the minimum, **Appendix D –Technical Table**, showing the required functions with an explanation of service.

4.2.2 Cost Proposal

The cost proposal envelope shall contain only the following:

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

The outside of the cost proposal envelope must be clearly labeled with the Bidder’s **organization name, address, contact information and labeled (RFP) 24-01 Backup and Recovery Services Solution Provider COST Proposal**.

The cost proposal envelope should contain, at the minimum, _____

Appendix C –Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also provide detailed costing information for each service area for which they respond. In addition, Bidders should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP, if relevant.

4.3 Proposal Content

The City expects technical and cost proposals to be well organized. A table of contents is required in the technical proposal. The table of contents should include, at a minimum, all listed items in the sequence indicated below in section 4.3.1

Technical Proposal Content. In each section of the proposal, Bidders should address the items in the order as listed in the RFP. Forms provided in the RFP must be completed and included in the appropriate section of the proposal. The City will consider Proposal Content Organization in making their decision.

The technical and cost proposals shall include the following:

4.3.1 Technical Proposal Content

Below is an outline of what the Technical Proposal should include. Bidders shall use tabs that clearly mark section headings, and if submitting combined bids for multiple service areas clearly divide separate service areas within each section. Bidders shall submit the technical proposal in a separately sealed envelope as specified in section 4.2.1 of this RFP.

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

4.3.1.1 Letter of Transmittal

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

- Identify the submitting organization.
- Identify the name, title, telephone number, and e-mail address of the contact person of the organization.
- Include a statement acknowledging no Proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

4.3.1.2 Response to Scope of Work

Bidders shall respond in detail to the requirements listed in the scope of services lists in **Scope of Work** by completing **Appendix D – Technical Table**. Additionally, Bidders should respond to each item listed below by not merely affirming an item but rather expanding (concisely) how each scope item will be addressed throughout the duration of the Contract. Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP.
- Describe your company's approach and methodology to ensure delivery of high-quality services.
- Describe your company's methodology to ensure collaboration with City staff to ensure an efficient implementation. Include a timeline for implementation assuming a start date no later than April 1, 2024.
- Describe your company's approach to maintaining appropriate and timely communication with the Technology Director and City Staff requests.
- Describe your company's methodology for ensuring timely completion of implementation to the new system.
- Provide and describe a list of any Bidder-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your company's approach to support the City's environmental sustainability goals.



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4.3.1.3 Qualifications and Experience of Company and Staff

4.3.1.3.1 QUALIFICATIONS OF COMPANY AND STAFF

This section shall include information on the Bidder’s corporate organization (history, size, etc.), experience, and skills regarding the Bidder’s record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work. Furthermore, Bidders shall provide information pertaining to the following:

- Describe attributes, special capabilities, techniques, or resources that make your company uniquely qualified to provide requested services.
- Discuss your company’s involvement with similar projects at the federal, state, local government, and/or public safety levels.
- State whether the Bidder has any pending litigation, and state whether the company has had any litigation in the last five (5) years and the outcome of such litigation.
- The City reserves the right to verify Bidder’s financial statements and information provided to ensure that Bidder has the necessary financial resources to fulfil the contract in a satisfactory manner.
- A listing of ongoing similar contracts to this RFP that were in effect in the last 12 months in the State of Georgia. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.
- A listing of any staff that will be working on this project including a copy of their resume and/or qualifications.

4.3.1.4 References

Bidders shall submit three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor’s contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony. If possible, at least one of the references should be a government entity in the state of Georgia.

4.3.1.5 Required Forms

The City requests Bidders to complete, sign, and return as a part of the TECHNICAL proposal all forms that are attached to this RFP (with the exception of _____)

Appendix C –Cost Table that should be a part of the COST Proposal).

4.3.1.5.1 TECHNICAL PROPOSAL:

- Executed Proposal Form (**Proposal Form**) which includes acknowledgement of any and all Addenda to this RFP;
- Executed Affidavit Verifying Status for City Public Benefit (**Appendix B - Affidavit**);
- **Appendix D –Technical Table**;
- The Technical Proposal

4.3.1.5.2 COST PROPOSAL:

- _____
- **Appendix C –Cost Table** (to be submitted with Cost Proposal)

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

4.3.1.6 Appendices

Bidders may attach other materials that they feel may improve the quality of their responses. Each Bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary, but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators.

4.3.2 Cost Proposal Content

Bidder shall provide a not-to-exceed price for all services indicated in this RFP. Pricing shall list separately the Total for One-Time charges, Total Fees for all phases, and a combined Total price as listed on the Cost Table form. Additionally, Bidder’s should complete the Cost Table in Appendix C to show the itemized pricing for each item included in the totals. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive. An authorized representative of the bidding company shall sign the cost proposal. Bidders shall complete all parts of

Appendix C –Cost Table.

*** END OF PROPOSAL FORMAT ***

5 Evaluation Criteria

The City, in its discretion, may award the Contract to the responsible and responsive Bidder(s) submitting the proposal that the City deems is the most advantageous, price and other factors being considered. To facilitate efficient evaluation sessions, the City asks Bidders to strictly follow the format mentioned in the RFP under **Proposal Format**.

The City’s staff will review all proposals submitted. After reviewing the proposals, the City may, at its discretion, invite to interview (at Bidder’s expense) one or more of the Bidders whose proposals appear to best meet the City’s requirements. Interview responses along with the written proposal and samples (if any), will become part of Bidder’s submission evaluated pursuant to the evaluation criteria. The City reserves the right to short-list Bidders for further consideration.

5.1 Scoring

Each proposal shall be scored as follows:

5.1.1 Mandatory Elements (Maximum 100 Points)

5.1.1.1 Proposal should include (40 points):

- Table of Contents,
- Letter of Transmittal,
- Technical Table: The technical table must be submitted and must include detailed responses for all 1, 3, and 5 responses as described in **Appendix D –Technical Table**,
- Executed Proposal Form (including acknowledgement to all addenda),
- Executed Affidavit Verifying Status for City Public Benefit,
- Outlined plan to provide the most effective delivery of services,
- Examples of successfully completed projects of a similar nature with references,
- Resumes of those qualified personnel proposed to work on the implementation of this project,
- Response to scope of work (as laid out in section 4.3.1.2):
 - i. Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP.
 - ii. Describe your company’s approach and methodology to ensure delivery of high-quality services.
 - iii. Describe your company’s methodology to ensure collaboration with City staff to ensure an efficient implementation. Include a timeline for implementation assuming a start date no later than April 1, 2024.
 - iv. Describe your company’s approach to maintaining appropriate and timely communication with the Technology Director and City Staff requests.
 - v. Describe your company’s methodology for ensuring timely completion of implementation to the new system.
 - vi. Provide and describe a list of any Bidder-supplied facilities, equipment, and supplies you anticipate using for this contract.
 - vii. Describe your company’s approach to support the City’s environmental sustainability goals.

5.1.1.2 Detailed response to the Phases (40 points):

- Phase 1 – Planning,
- Phase 2 – Procurement (if needed),
- Phase 3 – Implementation – including assistance in creating Disaster Recovery Procedures,
- Phase 4 – Ongoing Management, Testing, and Support – including a Monthly report

5.1.1.3 Proposal instructions followed and properly submitted (20 points).**5.1.2 Vendor Explanation of Phase 1, 2, 3, and 4 from Scope of Work (200 points)**

The Proposal shall explain in detail responses to all requests as listed in Scope of Work.

5.1.3 Vendor Explanation of Disaster Recovery from Scope of Work (50 points)

The Proposal shall explain in detail responses to all requests from Disaster Recovery section as listed in Scope of Work.

5.1.4 Proposal Organization and Detailed Responses (50 points)

The Proposal shall be organized as described in Proposal Format (**Section 4**).

5.1.5 Example Project Plan for Backup and Recovery Services Solution (25 points)

The Proposal shall include an example project plan including timeline.

5.1.6 Company and Staff Qualifications (25 points)

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Bidder to perform requested duties and provide the services as outlined in this RFP. The Proposal shall include the resumes of those qualified personnel proposed to work on the implementation of this project.

5.1.7 References (50 points)

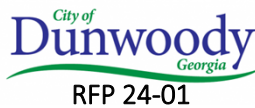
Bidders shall submit three (3) references for similar projects and only three. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

5.2 Cost Proposal Fee (50 points)

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors. The Cost Proposal Fee will not be evaluated until after the Technical Proposal Evaluation has been completed. The City may, at its option, evaluate some or all of the Cost Proposals submitted.

5.3 Interviews, optional (200 points)

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



Proposal Form

City of Dunwoody, GA

RFP 24-01 Backup and Recovery Services Solution Provider

Company Name: _____

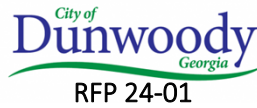
The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the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

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 24-01 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 24-01 Backup and Redundancy Provider, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder the City’s costs and damages including, without limitation, attorney’s fees, to the same extent that the City could recover its costs and expenses from the Bidder under section 7.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.



Company Name: _____

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

Addendum No. / Date

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

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

Project Work should begin no later than April 1, 2024.

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

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Vendor’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 Vendor. In the event of the City’s termination of this agreement for convenience, the Vendor 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 Vendor, 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 Vendor. In the event of the City's termination of this Agreement for fund appropriation, the Vendor 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 Vendor, which shall itemize each element of performance.



RFP 24-01

Company Name: _____

The Vendor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name: _____

Federal Tax ID: _____

Address: _____

Email Address: _____

Telephone Number: _____/Fax Number: _____

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

Will your company accept the City's procurement card for payments from the City? Yes No

_____/_____
Representative Signature *Date*

Printed Name

7 Instruction to Bidders

7.1 Intent

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

7.2 General

- A. The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Bidder, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Bidder will not or does not agree must be presented prior to the deadline for submitting questions by the Bidder in writing as provided in this section and directed to Purchasing@dunwoodyga.gov. Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Bidders shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change. Bidders should resolve any language issues with the Contract prior to bidding and not assume language will be altered after bids are accepted.
- B. The Contract work for each service area shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for each service area required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Vendor and shall have full responsibility to the City for all obligations under the Contract.
- C. A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.
- D. The Contract, if awarded, shall not be construed to create unto the Vendor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- E. There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Bidder's overhead costs related to travel shall be included in such Bidder's prices in its Proposal.
- F. The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted.

7.3 Environmental Sustainability

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

7.4 Examination of Proposal/Contract Documents

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

7.5 Addendum(s)-Changes While Proposing

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to Purchasing@dunwoodyga.gov no later than Tuesday, January 23, 2024 at noon. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at the link below or by visiting Georgia's Department of Administrative Services (DOAS) web site at the link below. Prior to submitting its response, it shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

<https://www.dunwoodyga.gov/business/doing-business-with-the-city>

<http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>

7.6 Preparation of Proposals

- A. Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Bidder. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- B. The vendor is responsible for all costs incurred by the vendor or their subcontractors in responding to this request for proposal.
- C. All Proposals shall contain the name and business address of the individual, company, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Proposal Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.
- D. If the Bidder is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Bidder to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.

- E. If the Bidder is a corporation or other state-chartered business entity, the City reserves the right to require the Bidder to submit to the City at any time, the name and business address of each officer, director, and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Bidder elects to use a fictitious name in its Proposal, a copy of the Bidder's fictitious name registration should be provided to City.

7.7 Turnkey Solution and Right to Negotiate Price

The proposal price will be the total dollar amount of all services, materials, taxes, shipping, travel/lodging/meals and labor described herein inclusive of warranties and shipping. The proposal amount is to be held firm for at least 365 days from the proposal opening date.

All prices quoted must include:

1. All costs related to the completion of Phases 1, 2, and 3 as listed in the scope of work including, but not limited to:
 - a) All costs related to network design and engineering of the equipment.
 - b) All costs related to the order, receipt, storage, test, installation, provisioning, and transition from current network to new network design.
 - c) All project management costs for the new network design.
 - d) All costs of other activities proposed by the vendor as part of the initial network redesign.
2. All costs based on the estimations provided for Phase 4 including:
 - a. The ongoing and as needed management of the new network infrastructure;
 - b. Proactive and reactive responses for the City's network;
 - c. Equipment monitoring;
 - d. Resource rates and estimated average need of sixteen (16) networking engineer hours per month;
 - e. A block of twenty (20) professional hours at a senior network engineer rate with the option to purchase additional blocks of twenty (20) hours, if needed;
 - f. A period of twelve (12) months after completion of Phase 3 (with renewal options);
 - g. At minimum, quarterly meetings with the Vendor during this phase.

7.8 Proposal Guaranty

A Proposal Guaranty shall not be required for this Contract.

7.9 Delivery of Proposals

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

7.10 Communications Regarding Evaluation of Proposals

To ensure the proper and fair evaluation of Proposals, the City prohibits any communication related to this contract and initiated by a Bidder or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Bidder during evaluation should be submitted in writing and delivered via e-mail to Purchasing@dunwoodyga.gov. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

7.11 Withdrawal of Proposals

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

7.12 Disqualification of Bidders

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

1. Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, company, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiating with the primary Contractor to provide services. For purposes of this section, the term "affiliates" means companies, partnerships, corporations or other entities under common control.
2. Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City.
3. Evidence, in the opinion of the City, of Bidder(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor).
4. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City.
5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work or;
6. Evidence of improper communication as described in section 7.9 above.
7. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.
8. The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a Bidder that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Bidder to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager and/or City Finance Director.

7.13 Rejection of Irregular Proposals

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

7.14 Notice of Intent to Award Contract

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

7.15 Responsibility of Bidders

- A. City reserves the right, to aid it in determining a Bidder's responsibility, to require a Bidder to submit such evidence of Bidder's qualifications as the City may deem necessary and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- B. All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (entities other than the City) for which they have supplied similar services as requested in this Proposal. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Bidder to notify the reference, verify contract information, and obtain permission from the reference before completing the form.
- C. For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a company, a corporation, or other entity that has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least five (5) years.

7.16 Guaranty of Faithful Performance

A Performance Bond shall not be required for this Contract.

7.17 Power of Attorney and Countersignature

Not Applicable.

7.18 Execution of Contract

- A. The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Bidder's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished, and the Contract Documents executed by the Bidder, and delivered to the City, before the Contract will be executed by the City.
- B. A Bidder's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such a case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected, and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 7.10).

- C. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Vendor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Vendor. Accordingly, the Vendor 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.

7.19 Georgia Sale 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.

7.20 Subcontracts

- A. The Contractor's right to subcontract shall be governed by the provisions of Section 8.17 of the General Conditions.
- B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.
- C. The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

7.21 Familiarity with Laws

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

7.22 Security

The successful Bidder will be required to comply with all applicable standards of the City relating to security, which may be in effect or changed from time to time.

7.23 Minority and Woman 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.

7.24 Local Developing Business ("LDB") Participation

An LDB participation goal has not been established for this Contract. Such participation is encouraged but will not be considered during the evaluation process for award of this Contract.

7.25 Insurance

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 8.14 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

7.26 Proposal Errors

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

7.27 Compliance with Occupational Safety and Health Act

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

7.28 Performance Standard

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Scope of Work. The successful Contractor's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as additional key performance indicators approved by the City Manager during the term of the contract. The Contractor shall commence tracking key performance indicators during Phase 3.

7.29 No Proposals

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

7.30 Public Records/Public Meetings

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

*** END OF INSTRUCTIONS TO BIDDERS ***

8 General Conditions

8.1 Regulations

- A. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.
- B. The Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- C. During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations, or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations, and permits on the job site while performing the Contract work.

8.2 Work Hours

- A. The Contractor shall normally perform on-site work during standard work hours, which currently are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. Depending on the nature of the work, the City may require the Contractor to perform work outside of the standard work hours. Non-standard work hours may be arranged with prior approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City. Work completed outside normal business hours is for the benefit of the City when disruptions can be minimized. Normally, this is scheduled well enough in advance to properly plan. While there is no standard notification period, it is typically weeks ahead of time for major projects. Basic troubleshooting often can be completed remotely via telephone, email, or remote computer access. When emergencies or other unexpected events occur, there may be no advance notice provided.
- B. In the event of an emergency condition the Contractor will perform work during such hours as requested by the City.
- C. Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

8.3 Contractor's Personnel

- A. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- B. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS E-Verify or SAVE program.
- C. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- D. The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- E. The Contractor shall transfer promptly from the City any employee or employees that the City Manager or designee advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- F. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- G. A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- H. While working on city property all Contractors' employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- I. Any Contractor employee with access to the City Systems must show proof of Criminal Justice Information Systems (CJIS) Security and Awareness Training annually. Additionally, each contractor employee shall be approved according to the City Terminal Agency Coordinator (TAC).

- J. Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.
1. The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City's Authorized Representative (CAR) during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
 2. The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
 3. In the event that the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager (as provided in Section 8.4.1.4), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
 4. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- K. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

8.4 Performance Requirements

- A. The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract provisions, industry standards, and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.
- B. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City Manager, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- C. Dates for commencement and completion of work shall be coordinated with the City's CAR.
- D. Any work required beyond that which is specified herein, shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- E. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- F. Any and all materials generated for or received for this project are property of the City and shall be given to the City as soon as reasonable possible. Electronic delivery of all documentation is generally acceptable provided it is received in its original format. Only the City's CAR will provide for exceptions to this provision. The City's CAR will designate a person to collect these materials.

8.5 Confidential Information

- A. In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.
- B. The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- C. The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

- D. The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- E. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8.6 Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each workday, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as unnecessary tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8.7 Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

8.8 Compensation - Invoice and Payment for Services

- A. The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- B. The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. Invoices shall not be submitted more frequently than monthly at the conclusion of each month's performance as set forth in this contract.
- C. The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require. At a minimum, monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- D. The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- E. The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- F. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors), all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- G. Annually, the City will perform a salary review to reconcile the salaries paid for contracted services to the City. The contractor will make reports and supporting documentation available for inspection, sufficient to the City's reasonable satisfaction, showing the direct salaries paid to employees providing services to the City. The City will combine the salaries of the direct employees, the overhead burden ratio and profit margin to determine the amount due for the Contract year. The City will owe the lesser of the not-to-exceed amount shown in Appendix D, Page III or the combined total of the direct salaries, burden and profit margin.
- H. The Contractor shall submit all invoices to: City of Dunwoody, Georgia, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338.

8.9 Compliance with Laws and Regulations

- A. The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- B. The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- C. The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.
- D. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

8.10 Contractor's Liability

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency because of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 8.13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 8.14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

8.11 Indemnification and Insurance

- A. The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the Contractor's negligent performance of this Contract, or the negligent acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 8.14 (D) below by or in favor of any person described in Section 8.14 (E) below that is attributable to Contractor's negligence, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, or (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City. The indemnification provisions of this Section 8.14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.
- B. In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- C. The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility as a consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

- D. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- E. In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- F. No provisions of this section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- G. Insurance
1. General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:
 - a) Commercial General Liability Insurance including contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, with these required limits:
 1. \$ 2,000,000 General Aggregate
 2. \$2,000,000 Products & Completed Operations Aggregate
 3. \$1,000,000 Personal & Advertising Injury
 4. \$1,000,000 Per Occurrence
 5. \$10,000 Medical Expense, and
 - b) Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident. Such insurance is required even if Contractor is not bidding on service areas requiring routine access to motor vehicles, such as those outlined in Section 8.5 (G). Coverage must include liability for Owned, Non-owned and Hired Vehicles and provide a waiver of subrogation to the City.
 - c) Contractor shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than \$5,000,000 per occurrence. Coverage must follow form with primary policy and coverage must be as broad as primary policy.
 2. Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

3. Additional Insured Endorsement (Form CG 20 10 (07/04) and CG 20 37 (07/04) or equivalent). Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance. Endorsement must not exclude the Additional Insured from Ongoing or Products - Completed Operations coverage. Coverage shall include a Waiver of Subrogation.
 4. Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$1,000,000 for "each accident," \$1,000,000 for "disease policy limit," and \$1,000,000 for "disease each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. The contractor shall provide a Workers Compensation waiver of subrogation.
 5. Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.
 6. Health Insurance. Not applicable.
 7. Garage Liability Insurance. Not applicable.
 8. Garage Keeper's Legal Liability Insurance. Not applicable.
 9. Crime Coverage Contractor must provide \$1,000,000 employee dishonesty coverage with coverage extended to 1st and 3rd party claims.
 10. Pollution Liability Insurance. Not applicable.
- H. Deductibles. The Contractor's policies of insurance required by this Section 8. may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.
- I. Other Insurance Requirements. All insurance policies required by Section 8.14 (G). shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 8.15 (B) of these General Conditions, and said policies, shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor required insurance coverage except that ten (10) days' notices of cancellation for non-payment is required. For purposes of an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal, or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

8.12 Surety Bonds/Letters of Credit/Liability Insurance

- A. A surety Bond/Letter of Credit is not required for this Contract.
- B. Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be Admitted to issue insurance policies in the State of Georgia, and (b) must have no less than an "A-" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- "Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

8.13 Contract Adjustments

- A. Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions to the scope of work will be set forth in a written Amendment to this Contract.
- B. Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 8.15 (B) herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- C. Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.
- D. Upon the conclusion of the contract, the City may choose, at its sole discretion, to hire employees currently employed by the Contractor. The Contractor agrees to hold the employee harmless from any action resulting from a City-initiated transfer of employment to a City employee.

8.14 Subcontractors

- A. The Contractor shall perform all its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor, which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that could significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors, which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- B. This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- C. If the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

8.15 Default and termination

- A. In the event that:
1. The Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
 2. The Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
 3. The Contractor's occupational or business license shall terminate, or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
 4. The Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
 5. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 6. The Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
 7. There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
 8. The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- B. Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including Section 8.1 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. The contractor shall justify its claims, as requested by the City, with accurate records and data.
- C. Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
1. In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.
 2. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.
 3. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or in the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

8.16 City's Authorized Representative

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

8.17 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) or any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 8.18 hereof.

8.18 Ownership of Work

All reports, designs, drawings plans, specifications, schedules, work product and other materials including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant ("Materials") shall be the property of the City of Dunwoody, and the City of Dunwoody shall be entitled to full access and copies of all Materials in the form prescribed by the City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the City whether or not the Project or Work is commenced or completed: provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage, or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the City, Consultant shall replace them at it's own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

8.19 Notices

- A. Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.
- B. Unless otherwise stated herein, all notices or other writings, which the Contractor is required or permitted to give to the City, may be hand delivered to the City Manager and the City Attorney, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
 ATTN: City Manager
 4800 Ashford Dunwoody Rd
 Dunwoody GA 30388

With a copy sent to:

City of Dunwoody, GA
 ATTN: City Attorney
 4800 Ashford Dunwoody Rd
 Dunwoody GA 30388

- C. Either party may change its notice address by written notice to the other given as provided in this section.

8.20 Nondiscrimination

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- A. Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination. The Contractor, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
 - 1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - 2. Cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor shall include the provisions of subsections 8.22 (A) through 8.22 (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- G. The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

8.21 Copying Documents

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a Public Records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

8.22 General Provisions

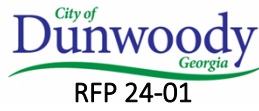
- A. The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. The precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.
- B. This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- C. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- D. The Contractor warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- E. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- F. The section headings herein are for the convenience of the City and the Contractor and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- G. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- H. The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- I. If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 8.14 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- J. The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- K. The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City at its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.
- L. The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

- M. The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner, which segregates in detail those transactions from other transactions of the Contractor and subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; legible microfilm or microfiche, together with access to the applicable reader; compact disc, or similar medium. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.
- N. The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City, which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been accompanied in writing within twenty-four (24) hours by the City.

- O. The Contractor is an independent contractor, and nothing contained herein shall be construed as making the Contractor an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- P. The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report, as it deems necessary.
- Q. There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- R. Time is of the essence for the performance of each of the Contractor's obligations under this Contract. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. In the event that any event or force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Contract.
- S. In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- T. The Contractor agrees to perform all acts and execute all supplementary instruments or documents, which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- U. The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.
- V. The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- W. At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

* * * END OF GENERAL CONDITIONS * * *



Appendix A - No Response to Request for Proposals

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

John Gates, Purchasing Manager
CONFIDENTIAL – RFP 21-11
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody GA 30338

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

Company Name: _____

By: _____
Name, Typed or Printed

Its: _____
Title, Typed or Printed



RFP 24-01

Appendix B - Affidavit

Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for _____.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) I am a United States citizen

OR

2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

_____/_____
Applicant Signature Date

Printed Name

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 2021

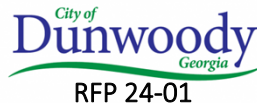
Notary Public

My Commission Expires: _____

Alien Registration number for non-citizens:

* _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



Appendix C –Cost Table

Submitted by (COMPANY) _____

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

One (1) original printed and signed copy and one (1) searchable electronic PDF shall be submitted in a separate sealed envelope before the required deadline.

The Bidder, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

Item 1. Cost for all One-Time Charges:

\$ _____

Item 2. Total Maintenance Cost and Fees for 12 months:

\$ _____

Total Price (Sum of Item 1 and Item 2) \$ _____

Representative Signature _____

Date _____

Printed Name and Title _____

Telephone Number _____

Email Address _____

Submitted by (COMPANY) _____

Cost Table

One-Time Charges/Fees

Equipment, Implementation, Support, Training, etc.	Est. Hours	Cost	Details
<i>Ex. Phase 1 Planning</i>			
<i>Ex. Phase 3 Implementation</i>			

Annual Recurring Charges

Title	#	Rate	Total Cost	Details
<i>Ex. System Maintenance</i>				
<i>Ex. Monthly SAAS Fees</i>				

Appendix D –Technical Table

Submitted by (COMPANY) _____

In the following table, indicate the solution’s ability to meet each function by entering a 0, 1, 3, or 5 in the “Able to Provide” column, where:

0 = No 1 = Qualified No 3 = Qualified Yes 5 = Yes

For any function with a response of 1, 3, or 5, describe how the requirement is met. If provided by a third party or partner, provide the product name, description, and how it integrates with Bidder’s technology.

Technical Table		
Required and Preferred Functions and Features 0 = No 1 = Qualified No 3 = Qualified Yes 5 = Yes		
Requirement	Able to Provide?	Describe the Capability: how do you meet this requirement? (Required for 1, 3, or 5 response)
1	Immutable platform	
2	“Government-Level Cloud” storage	
3	Training for Onsite Administrators	
4	Assist to create Disaster Recovery Documentation	
5	Experience working in 24/7/365 Local Government and Public Safety Environment	
6	Data Validation Testing	
7	Monthly Status Reports	
8	Equipment monitoring and response	

9	Disaster Recovery – Malfunctioning Equipment		
10	Disaster Recovery - Ransomware		
11	Disaster Recovery – Loss of Power		
12	Disaster Recovery – Destruction of the Building		
13	remote application support - describe your preferred method		
14	change management process - describe your preferred process		
15	version control, patch management, and firmware updates - describe your preferred method for handling		
16	Ability to run VMs directly from the “cloud” backup in cases of Disaster Recovery		
17	Recovery Support and Assistance in case of Disaster		
18	Escalation Services for Backups		
19	make recommendations for changes and improvements as technology advances		
20	Recommend and configure all required hardware for the solution		
21	install, with onsite staff collaboration, all required hardware for the solution		

22	Explain how the solution meets insurance requirement for an “air gapped” solution		
23	Encrypted backup management of all data		
24	24x7 support with maximum 4-hour response time		
25	Proactive support (alerting about relevant bugs, failures, and configuration issues reported by the system)		
26	Explain the solution’s method for 3-2-1 backup strategy		
27	Is the backup/restore administration controlled by a centralized master system		
28	Does the solution have the ability to support and manage snapshot-based backup and file based backup “under one roof”		
29	Does the system provide granular recovery – ex. at the folder level		
30	Does the solution have network bandwidth compression to reduce loads if backups occur during production time		
31	List solution’s reporting capabilities		
32	Can the solution send email notifications for “real time” alerts?		
33	Does the solution log all backup/restore activity?		

34	Does the solution work with multiple different operating systems?		
35	Explain the solution’s method for recovery testing		
36	Explain the method of restoring if the backup appliance is unavailable		
37	Explain why this solution might be considered “Next-Gen” backup solution by securing data and ensuring it’s clean even in the event of a ransomware attack		
38	Explain how your solution meets the requirements for MFA/TOTP authentication.		
39	Does this solution offer granular, role-based, access control		
40	Does this solution offer a retention lock feature		
41	Does this solution utilize Zero Trust Data protection		
42	Explain how this solution protects against NTP poisoning and time-drift attacks		
43	How does this solution discover the point of Malware Infection to help identify the Indicator of Compromise		

44	Describe how this solution discover data anomalies and file level encryption leveraging machine learning		
45	Describe how this solution classifies sensitive data types, provides visibility into sensitive data, and reports on sensitive data and if it's been accessed		
46	Does your company have a published 3 rd party audited Customer Satisfaction score		
47	Does your company have a security certification (SOC2, ISO 27001, etc)		
48	Has your company had any breaches or security issues in the past 2 years?		

Appendix E – Sample of Vendor Security Questions

This is a sample of some of the types of questions asked in the City's Vendor Security Questionnaire:

Sample Data Questions

1. How and where is data stored? _____
2. How is data encrypted? _____
3. How is data transmitted? _____
4. How is data protected? _____

Sample Security Questions

1. What are you actively doing to prevent breaches? _____
2. Do you have (SOC 2, ISO 27001, etc.) security certification? _____
3. Do you have (x) security measures in place? _____
4. What cyber security best practices are being followed? _____

Sample Security Team Questions

1. Who is responsible for cyber security? _____
2. How often do you provide training to your security team and staff? _____
3. How do you assess the knowledge of your security team? _____
4. How do you receive information on cyber security? _____

Appendix F – Examples of Previous Work with Similar Operations and Clients

Proposers are allowed to submit supplementary material in Appendix **F: Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

Addendum 2 – Questions and Answers

1. Will the City accept digitally signed documents? *The RFP submittals cannot be signed digitally*
2. 7.2.B of the RFP states “The Contract work for each service area shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for each service area required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City’s prime Vendor and shall have full responsibility to the City for all obligations under the Contract.” Assuming vendor is performing the required services, please confirm the City’s ability to accept third-party contractual terms and conditions relative to hardware, software, and SKU service elements of the overall proposed solution. *All terms, conditions, and contracts must be vetted through our legal department prior to acceptance and any 3rd party purchases must follow applicable state laws for local governments.*
3. Would the city like a full proposal included with this RFP response? *Yes*
 If yes, shall we size the proposal for a 3-year term? Or is there another contract term period we should design for? *3-year term (beginning the January 2025), with the following consideration: In accordance with O.C.G.A. § 36-60-13, this agreement shall terminate absolutely and without obligation on the part of the City on December 31 of the year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. The agreement shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken to terminate it earlier.*
 If yes, additional sizing information (in addition to that provided in section 3.6) is needed to provide a more indicative proposal.
4. Does the 45 TB of data storage space represent the total workloads to be protected by the proposal? *The amount of data, currently, is 45 TB. We have plans to migrate additional resources to the cloud by the end of 2024, which will lessen the data requirements significantly.*
5. Shall we size for an initial total of 45 TB of backend stored backup data capacity? *yes*
6. We assume this current 45 TB reflects backup object versioning, deduplication, and compression? *yes*
7. What is the projected annual growth rate of data? *After 2024, the amount of data backed up will be significantly less due to migrations that are in progress. We do not have a true assessment of the growth rate at this time.*
8. What are anticipated daily change rates? (We typically see 1-2% daily change rates industry wide) *We anticipate industry average, we do not have a true assessment at this time.*
9. Would the city like a backup/recovery engine at each of the 3 physical locations? Or would you prefer to consolidate hardware with backup/recovery engines at 2 of those 3 sites and the 3rd site backing up into one or both of the other site backup engines? *We would like to hear recommendations from the submitters on the best course of action. We do, generally, prefer the option with less hardware requirements. Currently, we’re only using hardware at one location for all backups and we utilize the cloud.*
10. Is it a reasonable assumption that the primary workload data is evenly distributed across the 3 sites? *We have a primary site with 2 satellite locations. The satellite locations have limited workload.*
11. Outline - Phase 1 - 3 This appears to be a Network RFP but the actual data reflects BC/DR, is this a mis-print? *Yes, this is a misprint, this is an RFP for Backup Provider.*
12. Outline - Phase 4 Request for a Network Engineer, this doesn't appear to be in scope for the engagement, will you confirm? *This is a misprint, this is an RFP for Backup Provider, no Network Engineer is needed for this project.*

13. Outline - Scoring in 5.1.1 RFP indicates 100 points total for bid consideration, total points within the RFP total to 750, please help us understand the scoring process. Scoring Maximum Possible is 750: Mandatory Elements (Maximum 100 Points), Vendor Explanation of Phase 1, 2, 3, and 4 from Scope of Work (Maximum 200 points), Vendor Explanation of Disaster Recovery from Scope of Work (Maximum 50 points), Proposal Organization and Detailed Responses (Maximum 50 points), Example Project Plan for Backup and Recovery Services Solution (Maximum 25 points), Company and Staff Qualifications (Maximum 25 points), References (Maximum 50 points), Cost Proposal Fee (Maximum 50 points), Interviews, optional (Maximum 200 points)
14. 3.6 What is the current layout of the VM's across the servers? **Currently all servers at our main location and one satellite are hosted within a virtual environment, the other satellite location is not virtual.**
15. 3.6 Is there a current network diagram of the environment, including servers, storage, network and security? **We will work with winning bidder to ensure they get the information needed but we are in the process of a network refresh at this time.**
16. 3.6 What replication software (e.g. Vmotion, etc) has been deployed across the 3 locations. **We do use tools like Vmotion utilized for high availability, but we do not use replication software in the traditional sense (ex. vsphere replication or neverfail)**
17. 3.6 What is the current licensing available for Veeam, what features have been purchased for implementation? **Our current licensing should not be considered for this proposal. We will consider proposal's with Veeam, as well as, any other solutions proposed but all proposals should be submitted as if there is no current licensing in use.**
18. 3.7 What is the RTO/RPO for the environment are there SLA's/SLO's in place for the city/customers? 8) What is the City of Dunwoody's Recovery Point Objective (RPO)? (SE Note: The RPO represents the maximum acceptable amount of data loss that an organization is willing to tolerate in the event of a disaster or significant outage.) 9) What is the City of Dunwoody's Recovery Time Objective (RTO)? (SE Note: The RTO represents the targeted duration within which a business process or system should be restored after a disruption to avoid unacceptable consequences. It is essentially the maximum allowable downtime for a particular function or system.) **Expected RPO for DR solution. RTO for mission critical servers is 2-4 hours/RPO of 12 hours, RTO for Tier 2 servers is 4-12 hours/RPO of 24 hours, RTO for non-critical servers is 24 hours/RPO is 24 hours**
19. 3.6 Is the 45 TB of data all structured data or is there unstructured data as well? (File vs Block) **File**
20. 3.7 Has the City been subject to Ransomware prior, if so, please provide details. **In 2019, we were. We were able to fully recover but we still made numerous changes to mitigate risk and minimize the potential exposure if it were to happen again.**
21. 3.8 What cloud would the city prefer, is there a preference? (e.g, Google, Azure, AWS, VMWare Cloud etc. **Government Level Azure**
22. 4.3.1.2 What are the City's environmental Sustainability Goals? (7.3?) **The City is a certified ARC Green Community: <https://atlantaregional.org/what-we-do/climate-resiliency/green-communities-program/>**
23. 7.7 This area appears to request a network design and engineering request (same question as in the outline Phase 1-3 above), what are the BCDR requirements for the same? **This was a misprint, please reference section 3 for correct Phase details.**
24. 1) Is the City of Dunwoody's network connectivity copper or fiber/optical? **Combination**
25. 2) What is the network connectivity between the three physical locations connected via a Point-to-Point network connection? (SE Note: I presume it's 10 gig but would like to validate.) **20 Mbps to Site A and 100 Mbps to the other**
26. 3) Are there any standalone physical servers to be backed up? **One of the Satellite sites has only a standalone archiver server, the other 2 sites are all VMs**

27. 4) Are there any NAS systems/arrays (DELL/EMC, NTAP, QNAP, etc.)? **We do utilize SAN technology in our environment.**
28. 5) Are backups maintained on the primary infrastructure as part of the data storage space? **No, backups are maintained on a separate physical host with separate dedicated local storage arrays and cloud**
29. 6) How many data centers does the City of Dunwoody have, and are any hosted on third-party sites? **We have one datacenter, at the primary site**
30. 7) Is the City of Dunwoody looking to leverage an MSP to manage their backups, or will this be managed by city employees? **The City is open to either depending on complexity of the solution. We prefer a partnership with an MSP to manage the backups and ensure regular testing and audits are occurring but, if the solution is more “fix it and automate it”, we are open to a partnership for escalation assistance where we manage the basic level but testing is still a requirement**
31. 10) Is the Mail Exchange server maintained on-premise, or are you leveraging M365 or G Suite? **Utilizing M365 for Exchange**
32. 11) Regarding the costs for 3.5 Phase 4 – Ongoing Management, Testing, and Support, would the city prefer a fully managed service, co-managed service, or just implementation, vendor tech support and time and materials for any additional planning/testing/troubleshooting? **The City prefers a fully managed or co-managed solution**
33. What is the architectural layout of the current environment? If possible, please share the VMware, host count, VM count, make up of VM's (Windows/Linux, Webservers, DB, etc.) **We have a varied environment, but the primary location utilizes multiple hosts with multiple SANs. In contrast our smallest location is not virtualized.**
34. Expected size requirements for DR solution. **Estimated no more that 45 TB**
35. Location of City's Datacenter **Dunwoody City Hall**
36. Location preference of the Solution providers Data center if any **must be located in the United States, prefer Government Level Azure for cloud storage**
37. Additional services City may be interested in: Patching/Backups **we are currently looking for a backup solution only, any additional services would be posted at a later date**
38. Budget allocated for this project. **We do have budget set aside for this project via ARP and general fund balance.**

RFP 24-01 Managed Backup Provider

<u>Criteria</u>	<u>Kopesky/Rubrik</u>	<u>Interdev/Datto</u>	<u>ThinkGard</u>
Mandatory Elements - 40	34	32	31
Detailed Response to Phases - 40	38	15	15
Instructions Followed - 20	15	12	13
Evaluation Phase 1 Response - 50	46	23	8
Evaluation Phase 2 Response - 50	47	21	8
Evaluation Phase 3 Response - 50	45	23	12
Evaluation Phase 4 Response - 50	45	25	12
Explanation of Scope of Work - 50	42	20	40
Proposal Organization and Response - 50	41	29	25
Example Project Plan - 25	18	14	9
Qualifications - 25	23	21	21
References - 50	46	45	44
Preferable Features - 25	23	8	17
Value Added Products - 25	23	4	8
Technical Table - 100	93	80	87
Total - 650 possible	579	372	350
Cost Proposal - 50	45	48	20
Sub Total - 700 possible	624	420	370
Interviews (optional) - 150			
Additional Interviews (if needed) - 50			
Final Total - 900 possible	624	420	370

<u>Criteria</u>	<u>Kelyn/CommVault</u>	<u>Smart IT/Veeam</u>	<u>Lumen/Zerto</u>
Mandatory Elements - 40	30		
Detailed Response to Phases - 40	5		
Instructions Followed - 20	10		
Evaluation Phase 1 Response - 50	20		
Evaluation Phase 2 Response - 50	15		
Evaluation Phase 3 Response - 50	20		
Evaluation Phase 4 Response - 50	20		
Explanation of Scope of Work - 50	15		
Proposal Organization and Response - 50	20		
Example Project Plan - 25	0		
Qualifications - 25	20		
References - 50	40		
Preferable Features - 25	10		
Value Added Products - 25	0		
Technical Table - 100	86	79	78
Total - 650 possible	311	79	78
Cost Proposal - 50	10		
Sub Total - 700 possible	321		
Interviews (optional) - 150			
Additional Interviews (if needed) - 50			
Final Total - 900 possible	321	79	78

* eliminated due to nonresponsive cost proposal

* eliminated due to technical table score

* eliminated due to technical table score

**AGREEMENT BETWEEN THE CITY OF DUNWOODY AND
KOPESKY ENTERPRISES, INC. DBA SURELOCK TECHNOLOGY**

This Agreement (the "Agreement") is made this ___ day of _____, 2024, by and between Kopesky Enterprises, Inc. DBA SureLock Technology (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH

WHEREAS the Company is engaged in the business of providing the necessary labor, supervision, equipment, materials, and devices necessary for the execution of the work specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

WHEREAS the City of Dunwoody solicited RFP 24-01 Backup and Recovery Services Solution Provider in the City of Dunwoody, Georgia for the Technology Department for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in a professional and workmanlike manner, the work specified, in conformity with the standards set forth in the RFP 24-01 Backup and Recovery Services Solution Provider and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Technology Director or her representative. The RFP 24-01 Backup and Recovery Services Solution Provider for Dunwoody, Georgia proposal is referenced, attached, and incorporated herein as Exhibit "A", and

WHEREAS the Company is willing and able to render said services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required RFP 24-01 Backup and Recovery Services Solution Provider as described in its entirety to the specifications as directed by the Technology Director or her representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or her designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. As full compensation for the performance of this Contract, the City shall pay a not to exceed price of \$129,905.00 for the actual quantity of work performed, referenced in Exhibit "A." The City agrees to pay the Company following receipt by the City of a detailed invoice, reflecting the actual work performed by the Company.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the Service as described in the Proposal, but in any event no later than December 31, 2024 ("Initial Term") and shall renew for a period of one (1) year.

5. Termination For Cause and For Convenience.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. Compensation in Event of Termination.

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

8. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a reasonably diligent, efficient, competent and skillful manner commensurate with the industry standards of the profession for similar services performed at the same time and in the same locality, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "B".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the

provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement which are in effect at the time of Company's performance thereof. Notwithstanding anything in this Agreement or an Exhibit to the contrary, Company shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work.

9. Conflicts of Interest.

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

Notwithstanding the foregoing, Company may perform similar services for other government sector clients during the term of this Agreement and realize no implications.

10. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business, and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. Insurance.

Company agrees to defend, indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third-party claims, losses, liabilities or expenses (including, without

limitation, attorneys' fees) to the extent they arise out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "C".

12. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any governmental immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

13. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

14. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

With copies to:

City Clerk
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

If to the Company:

**SureLock Technology
Attn: Mr. Bob Kopesky President/CEO
297 Industrial Park Drive NE, Suite A
Lawrenceville, Georgia 30046**

15. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the

principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in DeKalb County, Georgia.

16. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

17. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

18. Entire Agreement.

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit "A." In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn P. Deutsch

Title: Mayor

Date of Execution _____

Approved as to form:

City Attorney

Attest:

City Clerk

Kopesky Enterprises, Inc. DBA SureLock Technology

By: _____

Title: _____

Date of Execution _____

EXHIBIT "A"
PROPOSAL AND SCOPE OF SERVICES



Request for Proposals - RFP 24-01

Backup and Recovery Services Solution Provider

Issue Date: Thursday, January 4, 2024

Questions due by: Tuesday, January 23, 2024, at noon.

Proposal Due Date: Tuesday, February 20, 2024, at 2 p.m.

Project Work should begin no later than April 1, 2024.



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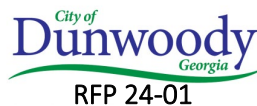
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1 Introduction

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for Purchasing RFP 24-01 Backup and Recovery Services Solution Provider. The City will consider vendors whose proposals meet the criteria established in the Request for Proposal. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors. **Project Work should begin no later than April 1, 2024.**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked “**John Gates, Purchasing Manager – Confidential RFP 24-01 Backup and Recovery Services Solution Provider.**” Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. **The City must receive proposal packages no later than Tuesday, February 20, 2024, at 2 p.m.**, at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent electronically. The City will not consider proposals received after the time and date specified for the opening; the City will return any late proposals unopened. Furthermore, proposals are legal and binding when submitted.

Contractors shall submit all questions regarding Purchasing RFP 24-01 via email only to Purchasing@dunwoodyga.gov no later than Tuesday, January 23, 2024, at noon. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City’s website.

Proposals should be clearly marked on the outside packaging with “**John Gates, Purchasing Manager – Confidential RFP 24-01 Backup and Recovery Services Solution Provider**” and addressed as follows:

**John Gates, Purchasing Manager
Confidential – RFP 24-01
Backup and Recovery Services Solution Provider
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338**

Contractors may not withdraw their proposal for a period of one hundred and eighty (180) days after the time and date scheduled (or subsequently rescheduled) for proposal opening. The City’s staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list companies that the City deems best meet the requirements, taking into consideration all criteria listed in the RFP. The City may at its sole discretion, ask for formal presentations from all the responsive, and responsible, Bidders or only from those companies that are short-listed.

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

The technical proposal envelope should only contain the Bidder’s technical response (and must include the **Appendix D – Technical Table**); the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder’s organization name, address, contact information and clearly labeled (RFP) 24-01 Backup and Recovery Services Solution Provider TECHNICAL Proposal.

The cost proposal envelope should only contain the Bidder’s cost proposal (and must include the **Appendix C –Cost Table**); the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder’s **organization name, address, contact information and clearly labeled (RFP) 24-01 Backup and Recovery Services Solution Provider COST Proposal.**

All proposals may be subject to public inspection under Georgia law.

The City will score all technical proposals first and then evaluate cost proposals. Following the review of the technical proposals, the City will review Bidders’ cost proposals and calculate the final score for each proposing Bidder. The City reserves the right to review only the cost proposals from the highest ranked vendors who demonstrated, in the City’s opinion, the best ability to meet the needs of the City.

The City may negotiate with the highest-ranking vendor for each service area. Negotiations may take place in person, via zoom teleconference, or via telephone with the qualified company(s) as identified by the City, or if short-listing occurs, the City may negotiate with some, or all, of the short-listed Bidders. The City may give Bidders an opportunity to submit their best and final offers, which shall include a contract signed by the Bidder. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

The Bidder awarded the Contract must provide proof of liability insurance, along with any other required insurance coverage and evidence of business or occupational license, as outlined in the RFP.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any Bidder, or to reject any or all proposals and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals. Award, if made, will be to the responsible and responsive Bidder submitting the proposal, deemed by the City, in its sole discretion, to be the most advantageous to the City, price and other factors considered.

To ensure the proper and fair evaluation of proposals, the City prohibits any communication, except as expressly authorized herein regarding this solicitation initiated by a Bidder or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a final decision (vote) has been made with respect to the Contract award.

A designated employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by Bidder regarding this solicitation during evaluation period should be submitted in writing, marked CONFIDENTIAL and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338, or by e-mail to Purchasing@dunwoodyga.gov. **Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.**

* * * END OF INTRODUCTION * * *

2 General Information

2.1 Background

The City of Dunwoody is an incorporated city (2008) on the north side of metro Atlanta with a 2020 census population of 51,683. It is a scenic community with many of the metro areas top dining, shopping, schools, and recreation. The City of Dunwoody is settled at the most northern tip of DeKalb County, bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant amount of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, a variety of places of worship and several neighborhood level shopping centers and office complexes. The road network and public transit provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family friendly and convenient location for businesses and visitors.

The City functions under the governance of a City Council and the management of a City Manager. The City provides municipal services to its citizens and businesses in a unique and progressive manner through a partnership with private companies. From the initial incorporation, the City has operated as a public-private partnership (PPP), with a vast majority of City staff employed by private companies where the City has determined that the PPP model adds value, flexibility, promotes competition, builds accountability, and provides the highest level of customer service to the citizens of the City.

2.2 Purpose of Procurement

The City is in search of a Backup and Recovery Services Solution Provider (Provider). Working with onsite staff, this Provider will be responsible for assisting the City with equipment procurement (if needed) and rollout of a new backup and redundancy solution. Currently, the City utilizes Veeam with immutable backups stored both locally and in a "Government-Level Cloud". The City is looking to upgrade our current solution utilizing a provider that will assist the City in configuring a security focused solution based on industry best practices. The awarded solution provider will supply hardware (if needed), software, internal, and external systems integration with affiliated implementation, maintenance, and training services. The City is looking for a provider that has extensive experience with their suggested backup application, working with a 24/7/365 Local Government and Public Safety environment, and will pass the City's Vendor Security Assessment (sample questions are included as [Appendix E](#)).

* * * END OF GENERAL INFORMATION * * *

3 Scope of Work

3.1 General Requirements

The City of Dunwoody is requesting written proposals from qualified vendors for the full implementation and integration of a data backup and recovery system solution. It is anticipated that the scope of services will include tasks listed below but the detailed scope of services will be negotiated between the City and the selected provider. Vendors submitting proposals shall have adequate prior experience working with local government and/or public safety. Vendors shall be able to supply references where they have successfully completed full backup and recovery system implementations in a similar environment previously. Proposals should meet the following requirements (full list of features and functions are located in **Appendix D –Technical Table**):

3.1.1 Hardware purchase

The vendor should include a list of any physical hardware necessary for their backup and recovery system solution.

3.2 Phase 1 - Planning

Phase 1 will include a comprehensive focus on the City's environment with discovery, discussions, and planning. During this phase, the City will work with the vendor to answer all questions about the City's environment to ensure all elements are included in the plan for the backup and recovery solution. The vendor shall include a sample project plan with estimated timeline for project completion in the proposal documents. **During this phase, the Vendor can notify the City of any additional software/equipment/hardware necessary that may have been overlooked due to a lack of information provided by the City during this RFP process.** All software/equipment/hardware shall be approved by the Security Team prior to deployment.

3.3 Phase 2 – Procurement, if needed

Phase 2 will be a placeholder for procurement, in case anything additional is needed. The City is advising the vendor to add an additional two (2) weeks to the timeline when anything additional beyond the initial Proposal is needed to ensure enough time for potential approval processing. **This phase will only be used if additional software/equipment/hardware has been determined necessary during the planning phase.**

3.4 Phase 3 – Implementation

Phase 3 will be implementation of the backup and recovery system solution. It will include preparation, implementation, training onsite staff (for basic level management), go-live, support, and all necessary documentation for configuration.

3.4.1 Disaster Recovery Documentation

Assist the City staff to develop Backup and Disaster Recovery Procedure Documentation incorporating the new Backup and Recovery Solution.

3.5 Phase 4 – Ongoing Management, Testing, and Support

Phase 4 includes the ongoing and as needed administration, escalation, and management of the backup and recovery system. This phase should include proactive and reactive responses, as well as data validation testing and monthly status reports. The City requires, at minimum, quarterly meetings with the Vendor during this phase. This phase will begin one week after “Go-Live”. In accordance with O.C.G.A. § 36-60-13, this agreement shall terminate absolutely and without obligation on the part of the City on December 31 of the year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. The agreement shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken to terminate it earlier.

3.5.1 Monthly Report

The City requires that the vendor provide a Monthly status report including, at a minimum, a breakdown of any support requests/tickets and status of backups and data validation tests.

3.6 City’s Environment Overview

The City currently has approximately 55 Virtual Servers (VM Ware) spread across 5 host servers at 3 physical locations that are connected via a Point-to-Point network connection. Currently, they use approximately 45 TB of data storage space. The servers are a range of Windows Server and Linux OS.

3.7 Disaster Recovery

The vendor shall explain how this solution handles the recovery process for disasters caused by:

- Malfunctioning Equipment
- Ransomware
- Loss of Power
- Destruction of the building

3.8 Preferable Features

The City has the following preference for consideration:

1. Solution has the ability to run VMs directly from the “cloud” back up in cases of Disaster Recovery.
2. Solution includes recovery support and assistance in case of Disaster.

3.9 Value Added Products and Services

Include any additional products and/or services available that vendor currently offers in their normal course of business that is not included in the scope of this RFP that you think will enhance and add value to the product.

The vendor shall demonstrate the ability to complete all tasks outlined in this RFP and provide examples of successfully completed projects of a similar nature. The vendor shall agree to an explanation of implementation plan including process reviews with departments.

*** END OF SCOPE OF WORK ***

4 Proposal Format

4.1 Economy of Presentation

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

4.2 Proposal Submission

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

4.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- One (1) signed original and
- One (1) electronic copy on a flash drive, in searchable PDF

The outside of the technical proposal envelope must be clearly labeled with the Bidder’s **organization name, address, contact information and labeled (RFP) 24-01 Backup and Recovery Services Solution Provider TECHNICAL Proposal**. The technical proposal envelope should only contain the Bidder’s technical response.

The technical proposal envelope should contain, at the minimum, **Appendix D –Technical Table**, showing the required functions with an explanation of service.

4.2.2 Cost Proposal

The cost proposal envelope shall contain only the following:

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

The outside of the cost proposal envelope must be clearly labeled with the Bidder’s **organization name, address, contact information and labeled (RFP) 24-01 Backup and Recovery Services Solution Provider COST Proposal**.

The cost proposal envelope should contain, at the minimum, _____

Appendix C –Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also provide detailed costing information for each service area for which they respond. In addition, Bidders should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP, if relevant.

4.3 Proposal Content

The City expects technical and cost proposals to be well organized. A table of contents is required in the technical proposal. The table of contents should include, at a minimum, all listed items in the sequence indicated below in section 4.3.1

Technical Proposal Content. In each section of the proposal, Bidders should address the items in the order as listed in the RFP. Forms provided in the RFP must be completed and included in the appropriate section of the proposal. The City will consider Proposal Content Organization in making their decision.

The technical and cost proposals shall include the following:

4.3.1 Technical Proposal Content

Below is an outline of what the Technical Proposal should include. Bidders shall use tabs that clearly mark section headings, and if submitting combined bids for multiple service areas clearly divide separate service areas within each section. Bidders shall submit the technical proposal in a separately sealed envelope as specified in section 4.2.1 of this RFP.

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

4.3.1.1 Letter of Transmittal

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

- Identify the submitting organization.
- Identify the name, title, telephone number, and e-mail address of the contact person of the organization.
- Include a statement acknowledging no Proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

4.3.1.2 Response to Scope of Work

Bidders shall respond in detail to the requirements listed in the scope of services lists in **Scope of Work** by completing **Appendix D – Technical Table**. Additionally, Bidders should respond to each item listed below by not merely affirming an item but rather expanding (concisely) how each scope item will be addressed throughout the duration of the Contract. Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP.
- Describe your company's approach and methodology to ensure delivery of high-quality services.
- Describe your company's methodology to ensure collaboration with City staff to ensure an efficient implementation. Include a timeline for implementation assuming a start date no later than April 1, 2024.
- Describe your company's approach to maintaining appropriate and timely communication with the Technology Director and City Staff requests.
- Describe your company's methodology for ensuring timely completion of implementation to the new system.
- Provide and describe a list of any Bidder-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your company's approach to support the City's environmental sustainability goals.



RFP 24-01

4.3.1.3 Qualifications and Experience of Company and Staff

4.3.1.3.1 QUALIFICATIONS OF COMPANY AND STAFF

This section shall include information on the Bidder’s corporate organization (history, size, etc.), experience, and skills regarding the Bidder’s record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work. Furthermore, Bidders shall provide information pertaining to the following:

- Describe attributes, special capabilities, techniques, or resources that make your company uniquely qualified to provide requested services.
- Discuss your company’s involvement with similar projects at the federal, state, local government, and/or public safety levels.
- State whether the Bidder has any pending litigation, and state whether the company has had any litigation in the last five (5) years and the outcome of such litigation.
- The City reserves the right to verify Bidder’s financial statements and information provided to ensure that Bidder has the necessary financial resources to fulfil the contract in a satisfactory manner.
- A listing of ongoing similar contracts to this RFP that were in effect in the last 12 months in the State of Georgia. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.
- A listing of any staff that will be working on this project including a copy of their resume and/or qualifications.

4.3.1.4 References

Bidders shall submit three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor’s contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony. If possible, at least one of the references should be a government entity in the state of Georgia.

4.3.1.5 Required Forms

The City requests Bidders to complete, sign, and return as a part of the TECHNICAL proposal all forms that are attached to this RFP (with the exception of _____)

Appendix C –Cost Table that should be a part of the COST Proposal).

4.3.1.5.1 TECHNICAL PROPOSAL:

- Executed Proposal Form (**Proposal Form**) which includes acknowledgement of any and all Addenda to this RFP;
- Executed Affidavit Verifying Status for City Public Benefit (**Appendix B - Affidavit**);
- **Appendix D –Technical Table**;
- The Technical Proposal

4.3.1.5.2 COST PROPOSAL:

- _____
- **Appendix C –Cost Table** (to be submitted with Cost Proposal)

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

4.3.1.6 Appendices

Bidders may attach other materials that they feel may improve the quality of their responses. Each Bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary, but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators.

4.3.2 Cost Proposal Content

Bidder shall provide a not-to-exceed price for all services indicated in this RFP. Pricing shall list separately the Total for One-Time charges, Total Fees for all phases, and a combined Total price as listed on the Cost Table form. Additionally, Bidder’s should complete the Cost Table in Appendix C to show the itemized pricing for each item included in the totals. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive. An authorized representative of the bidding company shall sign the cost proposal. Bidders shall complete all parts of

Appendix C –Cost Table.

*** END OF PROPOSAL FORMAT ***

5 Evaluation Criteria

The City, in its discretion, may award the Contract to the responsible and responsive Bidder(s) submitting the proposal that the City deems is the most advantageous, price and other factors being considered. To facilitate efficient evaluation sessions, the City asks Bidders to strictly follow the format mentioned in the RFP under **Proposal Format**.

The City’s staff will review all proposals submitted. After reviewing the proposals, the City may, at its discretion, invite to interview (at Bidder’s expense) one or more of the Bidders whose proposals appear to best meet the City’s requirements. Interview responses along with the written proposal and samples (if any), will become part of Bidder’s submission evaluated pursuant to the evaluation criteria. The City reserves the right to short-list Bidders for further consideration.

5.1 Scoring

Each proposal shall be scored as follows:

5.1.1 Mandatory Elements (Maximum 100 Points)

5.1.1.1 Proposal should include (40 points):

- Table of Contents,
- Letter of Transmittal,
- Technical Table: The technical table must be submitted and must include detailed responses for all 1, 3, and 5 responses as described in **Appendix D –Technical Table**,
- Executed Proposal Form (including acknowledgement to all addenda),
- Executed Affidavit Verifying Status for City Public Benefit,
- Outlined plan to provide the most effective delivery of services,
- Examples of successfully completed projects of a similar nature with references,
- Resumes of those qualified personnel proposed to work on the implementation of this project,
- Response to scope of work (as laid out in section 4.3.1.2):
 - i. Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP.
 - ii. Describe your company’s approach and methodology to ensure delivery of high-quality services.
 - iii. Describe your company’s methodology to ensure collaboration with City staff to ensure an efficient implementation. Include a timeline for implementation assuming a start date no later than April 1, 2024.
 - iv. Describe your company’s approach to maintaining appropriate and timely communication with the Technology Director and City Staff requests.
 - v. Describe your company’s methodology for ensuring timely completion of implementation to the new system.
 - vi. Provide and describe a list of any Bidder-supplied facilities, equipment, and supplies you anticipate using for this contract.
 - vii. Describe your company’s approach to support the City’s environmental sustainability goals.

5.1.1.2 Detailed response to the Phases (40 points):

- Phase 1 – Planning,
- Phase 2 – Procurement (if needed),
- Phase 3 – Implementation – including assistance in creating Disaster Recovery Procedures,
- Phase 4 – Ongoing Management, Testing, and Support – including a Monthly report

5.1.1.3 Proposal instructions followed and properly submitted (20 points).**5.1.2 Vendor Explanation of Phase 1, 2, 3, and 4 from Scope of Work (200 points)**

The Proposal shall explain in detail responses to all requests as listed in Scope of Work.

5.1.3 Vendor Explanation of Disaster Recovery from Scope of Work (50 points)

The Proposal shall explain in detail responses to all requests from Disaster Recovery section as listed in Scope of Work.

5.1.4 Proposal Organization and Detailed Responses (50 points)

The Proposal shall be organized as described in Proposal Format (**Section 4**).

5.1.5 Example Project Plan for Backup and Recovery Services Solution (25 points)

The Proposal shall include an example project plan including timeline.

5.1.6 Company and Staff Qualifications (25 points)

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Bidder to perform requested duties and provide the services as outlined in this RFP. The Proposal shall include the resumes of those qualified personnel proposed to work on the implementation of this project.

5.1.7 References (50 points)

Bidders shall submit three (3) references for similar projects and only three. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

5.2 Cost Proposal Fee (50 points)

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors. The Cost Proposal Fee will not be evaluated until after the Technical Proposal Evaluation has been completed. The City may, at its option, evaluate some or all of the Cost Proposals submitted.

5.3 Interviews, optional (200 points)

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



Proposal Form

City of Dunwoody, GA

RFP 24-01 Backup and Recovery Services Solution Provider

Company Name: _____

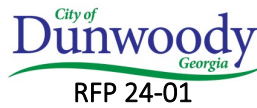
The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the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

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 24-01 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 24-01 Backup and Redundancy Provider, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder the City’s costs and damages including, without limitation, attorney’s fees, to the same extent that the City could recover its costs and expenses from the Bidder under section 7.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.



Company Name: _____

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

Addendum No. / Date

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

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

Project Work should begin no later than April 1, 2024.

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

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Vendor’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 Vendor. In the event of the City’s termination of this agreement for convenience, the Vendor 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 Vendor, 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 Vendor. In the event of the City's termination of this Agreement for fund appropriation, the Vendor 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 Vendor, which shall itemize each element of performance.



RFP 24-01

Company Name: _____

The Vendor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name: _____

Federal Tax ID: _____

Address: _____

Email Address: _____

Telephone Number: _____/Fax Number: _____

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

Will your company accept the City's procurement card for payments from the City? Yes No

_____/_____
Representative Signature *Date*

Printed Name

7 Instruction to Bidders

7.1 Intent

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

7.2 General

- A. The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Bidder, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Bidder will not or does not agree must be presented prior to the deadline for submitting questions by the Bidder in writing as provided in this section and directed to Purchasing@dunwoodyga.gov. Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Bidders shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change. Bidders should resolve any language issues with the Contract prior to bidding and not assume language will be altered after bids are accepted.
- B. The Contract work for each service area shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for each service area required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Vendor and shall have full responsibility to the City for all obligations under the Contract.
- C. A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.
- D. The Contract, if awarded, shall not be construed to create unto the Vendor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- E. There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Bidder's overhead costs related to travel shall be included in such Bidder's prices in its Proposal.
- F. The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted.

7.3 Environmental Sustainability

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

7.4 Examination of Proposal/Contract Documents

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

7.5 Addendum(s)-Changes While Proposing

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to Purchasing@dunwoodyga.gov no later than Tuesday, January 23, 2024 at noon. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at the link below or by visiting Georgia's Department of Administrative Services (DOAS) web site at the link below. Prior to submitting its response, it shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

<https://www.dunwoodyga.gov/business/doing-business-with-the-city>

<http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>

7.6 Preparation of Proposals

- A. Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Bidder. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- B. The vendor is responsible for all costs incurred by the vendor or their subcontractors in responding to this request for proposal.
- C. All Proposals shall contain the name and business address of the individual, company, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Proposal Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.
- D. If the Bidder is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Bidder to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.

- E. If the Bidder is a corporation or other state-chartered business entity, the City reserves the right to require the Bidder to submit to the City at any time, the name and business address of each officer, director, and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Bidder elects to use a fictitious name in its Proposal, a copy of the Bidder's fictitious name registration should be provided to City.

7.7 Turnkey Solution and Right to Negotiate Price

The proposal price will be the total dollar amount of all services, materials, taxes, shipping, travel/lodging/meals and labor described herein inclusive of warranties and shipping. The proposal amount is to be held firm for at least 365 days from the proposal opening date.

All prices quoted must include:

1. All costs related to the completion of Phases 1, 2, and 3 as listed in the scope of work including, but not limited to:
 - a) All costs related to network design and engineering of the equipment.
 - b) All costs related to the order, receipt, storage, test, installation, provisioning, and transition from current network to new network design.
 - c) All project management costs for the new network design.
 - d) All costs of other activities proposed by the vendor as part of the initial network redesign.
2. All costs based on the estimations provided for Phase 4 including:
 - a. The ongoing and as needed management of the new network infrastructure;
 - b. Proactive and reactive responses for the City's network;
 - c. Equipment monitoring;
 - d. Resource rates and estimated average need of sixteen (16) networking engineer hours per month;
 - e. A block of twenty (20) professional hours at a senior network engineer rate with the option to purchase additional blocks of twenty (20) hours, if needed;
 - f. A period of twelve (12) months after completion of Phase 3 (with renewal options);
 - g. At minimum, quarterly meetings with the Vendor during this phase.

7.8 Proposal Guaranty

A Proposal Guaranty shall not be required for this Contract.

7.9 Delivery of Proposals

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

7.10 Communications Regarding Evaluation of Proposals

To ensure the proper and fair evaluation of Proposals, the City prohibits any communication related to this contract and initiated by a Bidder or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Bidder during evaluation should be submitted in writing and delivered via e-mail to Purchasing@dunwoodyga.gov. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

7.11 Withdrawal of Proposals

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

7.12 Disqualification of Bidders

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

1. Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, company, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiating with the primary Contractor to provide services. For purposes of this section, the term "affiliates" means companies, partnerships, corporations or other entities under common control.
2. Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City.
3. Evidence, in the opinion of the City, of Bidder(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor).
4. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City.
5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work or;
6. Evidence of improper communication as described in section 7.9 above.
7. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.
8. The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a Bidder that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Bidder to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager and/or City Finance Director.

7.13 Rejection of Irregular Proposals

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

7.14 Notice of Intent to Award Contract

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

7.15 Responsibility of Bidders

- A. City reserves the right, to aid it in determining a Bidder's responsibility, to require a Bidder to submit such evidence of Bidder's qualifications as the City may deem necessary and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- B. All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (entities other than the City) for which they have supplied similar services as requested in this Proposal. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Bidder to notify the reference, verify contract information, and obtain permission from the reference before completing the form.
- C. For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a company, a corporation, or other entity that has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least five (5) years.

7.16 Guaranty of Faithful Performance

A Performance Bond shall not be required for this Contract.

7.17 Power of Attorney and Countersignature

Not Applicable.

7.18 Execution of Contract

- A. The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Bidder's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished, and the Contract Documents executed by the Bidder, and delivered to the City, before the Contract will be executed by the City.
- B. A Bidder's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such a case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected, and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 7.10).

- C. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Vendor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Vendor. Accordingly, the Vendor 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.

7.19 Georgia Sale 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.

7.20 Subcontracts

- A. The Contractor's right to subcontract shall be governed by the provisions of Section 8.17 of the General Conditions.
- B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.
- C. The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

7.21 Familiarity with Laws

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

7.22 Security

The successful Bidder will be required to comply with all applicable standards of the City relating to security, which may be in effect or changed from time to time.

7.23 Minority and Woman 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.

7.24 Local Developing Business ("LDB") Participation

An LDB participation goal has not been established for this Contract. Such participation is encouraged but will not be considered during the evaluation process for award of this Contract.

7.25 Insurance

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 8.14 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

7.26 Proposal Errors

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

7.27 Compliance with Occupational Safety and Health Act

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

7.28 Performance Standard

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Scope of Work. The successful Contractor's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as additional key performance indicators approved by the City Manager during the term of the contract. The Contractor shall commence tracking key performance indicators during Phase 3.

7.29 No Proposals

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

7.30 Public Records/Public Meetings

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

* * * END OF INSTRUCTIONS TO BIDDERS * * *

8 General Conditions

8.1 Regulations

- A. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.
- B. The Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- C. During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations, or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations, and permits on the job site while performing the Contract work.

8.2 Work Hours

- A. The Contractor shall normally perform on-site work during standard work hours, which currently are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. Depending on the nature of the work, the City may require the Contractor to perform work outside of the standard work hours. Non-standard work hours may be arranged with prior approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City. Work completed outside normal business hours is for the benefit of the City when disruptions can be minimized. Normally, this is scheduled well enough in advance to properly plan. While there is no standard notification period, it is typically weeks ahead of time for major projects. Basic troubleshooting often can be completed remotely via telephone, email, or remote computer access. When emergencies or other unexpected events occur, there may be no advance notice provided.
- B. In the event of an emergency condition the Contractor will perform work during such hours as requested by the City.
- C. Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

8.3 Contractor's Personnel

- A. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- B. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS E-Verify or SAVE program.
- C. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- D. The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- E. The Contractor shall transfer promptly from the City any employee or employees that the City Manager or designee advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- F. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- G. A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- H. While working on city property all Contractors' employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- I. Any Contractor employee with access to the City Systems must show proof of Criminal Justice Information Systems (CJIS) Security and Awareness Training annually. Additionally, each contractor employee shall be approved according to the City Terminal Agency Coordinator (TAC).

- J. Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.
1. The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City's Authorized Representative (CAR) during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
 2. The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
 3. In the event that the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager (as provided in Section 8.4.1.4), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
 4. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- K. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

8.4 Performance Requirements

- A. The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract provisions, industry standards, and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.
- B. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City Manager, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- C. Dates for commencement and completion of work shall be coordinated with the City's CAR.
- D. Any work required beyond that which is specified herein, shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- E. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- F. Any and all materials generated for or received for this project are property of the City and shall be given to the City as soon as reasonable possible. Electronic delivery of all documentation is generally acceptable provided it is received in its original format. Only the City's CAR will provide for exceptions to this provision. The City's CAR will designate a person to collect these materials.

8.5 Confidential Information

- A. In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.
- B. The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- C. The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

- D. The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- E. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8.6 Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each workday, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as unnecessary tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8.7 Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

8.8 Compensation - Invoice and Payment for Services

- A. The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- B. The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. Invoices shall not be submitted more frequently than monthly at the conclusion of each month's performance as set forth in this contract.
- C. The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require. At a minimum, monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- D. The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- E. The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- F. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors), all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- G. Annually, the City will perform a salary review to reconcile the salaries paid for contracted services to the City. The contractor will make reports and supporting documentation available for inspection, sufficient to the City's reasonable satisfaction, showing the direct salaries paid to employees providing services to the City. The City will combine the salaries of the direct employees, the overhead burden ratio and profit margin to determine the amount due for the Contract year. The City will owe the lesser of the not-to-exceed amount shown in Appendix D, Page III or the combined total of the direct salaries, burden and profit margin.
- H. The Contractor shall submit all invoices to: City of Dunwoody, Georgia, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338.

8.9 Compliance with Laws and Regulations

- A. The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- B. The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- C. The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.
- D. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

8.10 Contractor's Liability

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency because of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 8.13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 8.14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

8.11 Indemnification and Insurance

- A. The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the Contractor's negligent performance of this Contract, or the negligent acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 8.14 (D) below by or in favor of any person described in Section 8.14 (E) below that is attributable to Contractor's negligence, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, or (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City. The indemnification provisions of this Section 8.14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.
- B. In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- C. The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility as a consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

- D. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- E. In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- F. No provisions of this section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- G. Insurance
1. General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:
 - a) Commercial General Liability Insurance including contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, with these required limits:
 1. \$ 2,000,000 General Aggregate
 2. \$2,000,000 Products & Completed Operations Aggregate
 3. \$1,000,000 Personal & Advertising Injury
 4. \$1,000,000 Per Occurrence
 5. \$10,000 Medical Expense, and
 - b) Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident. Such insurance is required even if Contractor is not bidding on service areas requiring routine access to motor vehicles, such as those outlined in Section 8.5 (G). Coverage must include liability for Owned, Non-owned and Hired Vehicles and provide a waiver of subrogation to the City.
 - c) Contractor shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than \$5,000,000 per occurrence. Coverage must follow form with primary policy and coverage must be as broad as primary policy.
 2. Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

3. Additional Insured Endorsement (Form CG 20 10 (07/04) and CG 20 37 (07/04) or equivalent). Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance. Endorsement must not exclude the Additional Insured from Ongoing or Products - Completed Operations coverage. Coverage shall include a Waiver of Subrogation.
 4. Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$1,000,000 for "each accident," \$1,000,000 for "disease policy limit," and \$1,000,000 for "disease each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. The contractor shall provide a Workers Compensation waiver of subrogation.
 5. Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.
 6. Health Insurance. Not applicable.
 7. Garage Liability Insurance. Not applicable.
 8. Garage Keeper's Legal Liability Insurance. Not applicable.
 9. Crime Coverage Contractor must provide \$1,000,000 employee dishonesty coverage with coverage extended to 1st and 3rd party claims.
 10. Pollution Liability Insurance. Not applicable.
- H. Deductibles. The Contractor's policies of insurance required by this Section 8. may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.
- I. Other Insurance Requirements. All insurance policies required by Section 8.14 (G). shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 8.15 (B) of these General Conditions, and said policies, shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor required insurance coverage except that ten (10) days' notices of cancellation for non-payment is required. For purposes of an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal, or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

8.12 Surety Bonds/Letters of Credit/Liability Insurance

- A. A surety Bond/Letter of Credit is not required for this Contract.
- B. Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be Admitted to issue insurance policies in the State of Georgia, and (b) must have no less than an "A-" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- "Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

8.13 Contract Adjustments

- A. Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions to the scope of work will be set forth in a written Amendment to this Contract.
- B. Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 8.15 (B) herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- C. Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.
- D. Upon the conclusion of the contract, the City may choose, at its sole discretion, to hire employees currently employed by the Contractor. The Contractor agrees to hold the employee harmless from any action resulting from a City-initiated transfer of employment to a City employee.

8.14 Subcontractors

- A. The Contractor shall perform all its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor, which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that could significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors, which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- B. This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- C. If the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

8.15 Default and termination

- A. In the event that:
1. The Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
 2. The Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
 3. The Contractor's occupational or business license shall terminate, or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
 4. The Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
 5. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 6. The Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
 7. There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
 8. The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- B. Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including Section 8.1 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. The contractor shall justify its claims, as requested by the City, with accurate records and data.
- C. Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
1. In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.
 2. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.
 3. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or in the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

8.16 City's Authorized Representative

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

8.17 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) or any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 8.18 hereof.

8.18 Ownership of Work

All reports, designs, drawings plans, specifications, schedules, work product and other materials including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant ("Materials") shall be the property of the City of Dunwoody, and the City of Dunwoody shall be entitled to full access and copies of all Materials in the form prescribed by the City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the City whether or not the Project or Work is commenced or completed: provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage, or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the City, Consultant shall replace them at it's own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

8.19 Notices

- A. Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.
- B. Unless otherwise stated herein, all notices or other writings, which the Contractor is required or permitted to give to the City, may be hand delivered to the City Manager and the City Attorney, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
 ATTN: City Manager
 4800 Ashford Dunwoody Rd
 Dunwoody GA 30388

With a copy sent to:

City of Dunwoody, GA
 ATTN: City Attorney
 4800 Ashford Dunwoody Rd
 Dunwoody GA 30388

- C. Either party may change its notice address by written notice to the other given as provided in this section.

8.20 Nondiscrimination

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- A. Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination. The Contractor, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
 1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 2. Cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor shall include the provisions of subsections 8.22 (A) through 8.22 (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- G. The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

8.21 Copying Documents

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a Public Records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

8.22 General Provisions

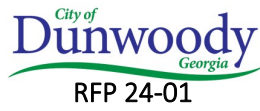
- A. The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. The precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.
- B. This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- C. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- D. The Contractor warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- E. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- F. The section headings herein are for the convenience of the City and the Contractor and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- G. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- H. The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- I. If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 8.14 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- J. The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- K. The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City at its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.
- L. The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

- M. The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner, which segregates in detail those transactions from other transactions of the Contractor and subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; legible microfilm or microfiche, together with access to the applicable reader; compact disc, or similar medium. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.
- N. The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City, which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been accompanied in writing within twenty-four (24) hours by the City.

- O. The Contractor is an independent contractor, and nothing contained herein shall be construed as making the Contractor an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- P. The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report, as it deems necessary.
- Q. There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- R. Time is of the essence for the performance of each of the Contractor's obligations under this Contract. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. In the event that any event or force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Contract.
- S. In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- T. The Contractor agrees to perform all acts and execute all supplementary instruments or documents, which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- U. The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.
- V. The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- W. At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

* * * END OF GENERAL CONDITIONS * * *



Appendix A - No Response to Request for Proposals

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

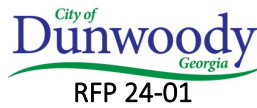
John Gates, Purchasing Manager
CONFIDENTIAL – RFP 21-11
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody GA 30338

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

Company Name: _____

By: _____
Name, Typed or Printed

Its: _____
Title, Typed or Printed



Appendix B - Affidavit

Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for _____.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) I am a United States citizen

OR

2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Applicant Signature / _____
Date

Printed Name

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 2021

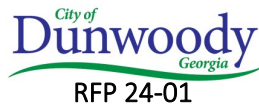
Notary Public

My Commission Expires: _____

Alien Registration number for non-citizens:

* _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



Appendix C –Cost Table

Submitted by (COMPANY) _____

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

One (1) original printed and signed copy and one (1) searchable electronic PDF shall be submitted in a separate sealed envelope before the required deadline.

The Bidder, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

Item 1. Cost for all One-Time Charges:

\$ _____

Item 2. Total Maintenance Cost and Fees for 12 months:

\$ _____

Total Price (Sum of Item 1 and Item 2) \$ _____

Representative Signature _____

Date _____

Printed Name and Title _____

Telephone Number _____

Email Address _____

Submitted by (COMPANY) _____

Cost Table

One-Time Charges/Fees

Equipment, Implementation, Support, Training, etc.	Est. Hours	Cost	Details
<i>Ex. Phase 1 Planning</i>			
<i>Ex. Phase 3 Implementation</i>			

Annual Recurring Charges

Title	#	Rate	Total Cost	Details
<i>Ex. System Maintenance</i>				
<i>Ex. Monthly SAAS Fees</i>				

Appendix D –Technical Table

Submitted by (COMPANY) _____

In the following table, indicate the solution’s ability to meet each function by entering a 0, 1, 3, or 5 in the “Able to Provide” column, where:

0 = No 1 = Qualified No 3 = Qualified Yes 5 = Yes

For any function with a response of 1, 3, or 5, describe how the requirement is met. If provided by a third party or partner, provide the product name, description, and how it integrates with Bidder’s technology.

Technical Table		
Required and Preferred Functions and Features 0 = No 1 = Qualified No 3 = Qualified Yes 5 = Yes		
	Requirement	Able to Provide? Describe the Capability: how do you meet this requirement? (Required for 1, 3, or 5 response)
1	Immutable platform	
2	“Government-Level Cloud” storage	
3	Training for Onsite Administrators	
4	Assist to create Disaster Recovery Documentation	
5	Experience working in 24/7/365 Local Government and Public Safety Environment	
6	Data Validation Testing	
7	Monthly Status Reports	
8	Equipment monitoring and response	

9	Disaster Recovery – Malfunctioning Equipment		
10	Disaster Recovery - Ransomware		
11	Disaster Recovery – Loss of Power		
12	Disaster Recovery – Destruction of the Building		
13	remote application support - describe your preferred method		
14	change management process - describe your preferred process		
15	version control, patch management, and firmware updates - describe your preferred method for handling		
16	Ability to run VMs directly from the “cloud” backup in cases of Disaster Recovery		
17	Recovery Support and Assistance in case of Disaster		
18	Escalation Services for Backups		
19	make recommendations for changes and improvements as technology advances		
20	Recommend and configure all required hardware for the solution		
21	install, with onsite staff collaboration, all required hardware for the solution		

22	Explain how the solution meets insurance requirement for an “air gapped” solution		
23	Encrypted backup management of all data		
24	24x7 support with maximum 4-hour response time		
25	Proactive support (alerting about relevant bugs, failures, and configuration issues reported by the system)		
26	Explain the solution’s method for 3-2-1 backup strategy		
27	Is the backup/restore administration controlled by a centralized master system		
28	Does the solution have the ability to support and manage snapshot-based backup and file based backup “under one roof”		
29	Does the system provide granular recovery – ex. at the folder level		
30	Does the solution have network bandwidth compression to reduce loads if backups occur during production time		
31	List solution’s reporting capabilities		
32	Can the solution send email notifications for “real time” alerts?		
33	Does the solution log all backup/restore activity?		

34	Does the solution work with multiple different operating systems?		
35	Explain the solution’s method for recovery testing		
36	Explain the method of restoring if the backup appliance is unavailable		
37	Explain why this solution might be considered “Next-Gen” backup solution by securing data and ensuring it’s clean even in the event of a ransomware attack		
38	Explain how your solution meets the requirements for MFA/TOTP authentication.		
39	Does this solution offer granular, role-based, access control		
40	Does this solution offer a retention lock feature		
41	Does this solution utilize Zero Trust Data protection		
42	Explain how this solution protects against NTP poisoning and time-drift attacks		
43	How does this solution discover the point of Malware Infection to help identify the Indicator of Compromise		

44	Describe how this solution discover data anomalies and file level encryption leveraging machine learning		
45	Describe how this solution classifies sensitive data types, provides visibility into sensitive data, and reports on sensitive data and if it's been accessed		
46	Does your company have a published 3 rd party audited Customer Satisfaction score		
47	Does your company have a security certification (SOC2, ISO 27001, etc)		
48	Has your company had any breaches or security issues in the past 2 years?		

Appendix E – Sample of Vendor Security Questions

This is a sample of some of the types of questions asked in the City's Vendor Security Questionnaire:

Sample Data Questions

1. How and where is data stored? _____
2. How is data encrypted? _____
3. How is data transmitted? _____
4. How is data protected? _____

Sample Security Questions

1. What are you actively doing to prevent breaches? _____
2. Do you have (SOC 2, ISO 27001, etc.) security certification? _____
3. Do you have (x) security measures in place? _____
4. What cyber security best practices are being followed? _____

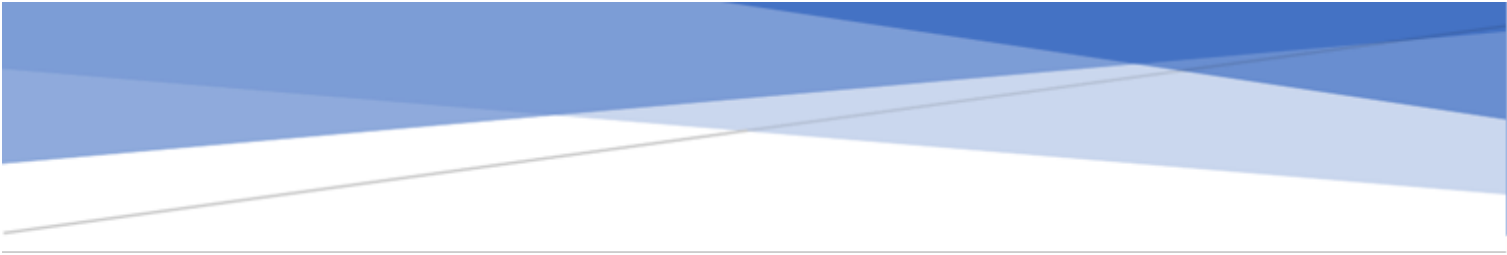
Sample Security Team Questions

1. Who is responsible for cyber security? _____
2. How often do you provide training to your security team and staff? _____
3. How do you assess the knowledge of your security team? _____
4. How do you receive information on cyber security? _____

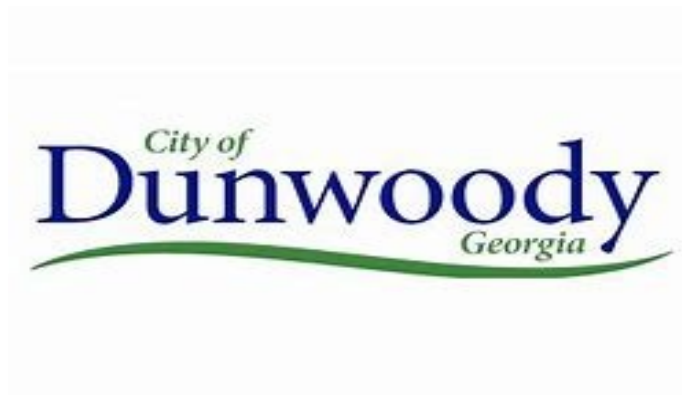
Appendix F – Examples of Previous Work with Similar Operations and Clients

Proposers are allowed to submit supplementary material in Appendix F: **Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

Addendum 1 – Questions and Answers



and



RFP 24-01 Managed Backup

Technical Response

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Letter of Transmittal

March 26th, 2024

To:

John Gates
Purchasing Manager
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338

Subject: Kopesky Enterprises, Inc DBA: SureLock Technology - Intent to Bid RFP 24-01 Backup and Recovery Services Solution Provider

Dear John,

I am writing to formally submit the response from Kopesky Enterprises, Inc DBA SureLock Technology to the Request for Proposal (RFP 24-01 Backup and Recovery Services Solution Provider) of a Backup and Recovery Services Solution Provider (Provider).

Our team at Kopesky Enterprises Inc DBA SureLock Technology has carefully reviewed the RFP and understands the significance of backup and recovery services for the City of Dunwoody to protect its data. We are confident that our proposal aligns with your goals and offers a comprehensive solution that will not only meet but exceed your needs. We also fully acknowledge that our proposal may not be withdrawn for a period of one hundred and eighty (180) days after the time and date of the proposal's opening.

We are excited to discuss our proposal further, answer any questions you may have, and work collaboratively to make this project a success. Our team is ready to engage with your team to address specific requirements, clarify any concerns, and adapt our approach as needed.

Thank you for considering our proposal. We look forward to the opportunity to partner with the City of Dunwoody on a successful backup and recovery services project. Please do not hesitate to contact me at adouthit@surelocktechnology.com or 404-219-7365 with any inquiries regarding our response.

Alan Douthit
Sr. Account Executive
Kopesky Enterprises, Inc DBA SureLock Technology
297 Industrial Park Dr. Suite A, Lawrenceville, GA 30046
adouthit@surelocktechnology.com
404-219-7365

Executive Solution Summary

Over the past 13 years, SureLock Technology has successfully provided superior customer service and support to state and local government clients in Georgia. These customers have experienced first-hand our ability to work within the nuances of product and services delivery for the government sector. In addition to offering a competitive price and superior technical support, SureLock has consistently received positive feedback from our customers.

Rubrik is a leading cybersecurity company with a clear mission: to secure the world's data. Our innovative approach, Zero Trust Data Security, is designed to help organizations achieve business resilience against cyberattacks, malicious insiders, and operational disruptions. Our Security Cloud, powered by advanced machine learning, provides data protection and cyber resilience in a single platform that covers enterprise, cloud, and SaaS applications. This all-encompassing solution enables organizations to maintain data integrity, ensure data availability that can withstand adverse conditions, continuously monitor data risks and threats, and recover their data in the event of an infrastructure attack.

At Rubrik, we place great importance on maintaining the trust of our customers. Robust security and privacy practices are therefore integral to our mission. This overview explores the architecture of Rubrik Security Cloud, including its infrastructure, encryption, data storage, and how we maintain the immutability and availability of data.

Response to Scope of Work

Technical Table			
Required and Preferred Functions and Features 0 = No 1 = Qualified No 3 = Qualified Yes 5 = Yes			
	Requirement	Able to Provide?	Describe the Capability: how do you meet this requirement? (Required for 1, 3, or 5 response)
1	Immutable platform	Yes	Rubrik's Atlas file system was designed and built from the ground up as an immutable, append-only file system. Once the files are written they cannot be changed. All application data is captured in an immutable format. That means data is never available in read/write mode so it can't be overwritten – a unique architecture in the data protection space.
2	“Government-Level Cloud” storage	Yes	Rubrik is able to provide support over (Azure & AWS) GovCloud instances via our FedRamp compliant SaaS application. This bears a larger discussion, including diving deeper into available storage targets.
3	Training for Onsite Administrators	Yes	We have included Rubrik training for two individuals for the City of Dunwoody. Please refer to the attached document for more information. (Provided by Keelah Wilson)
4	Assist to create Disaster Recovery Documentation	Yes	Yes, Rubrik provides the ability to test recoveries regularly instead of waiting for the scheduled DR recovery. This validates that the orchestration will be successful and repeatable.
5	Experience working in 24/7/365 Local Government and Public Safety Environment	Yes	Premium Support by default, which is direct and immediate access to our experienced team of support engineers. Rubrik's support team provides 24x7x365 incident-based coverage globally, collaborating with your IT team via telephone and online support on an ongoing basis to resolve problems in your Rubrik environment. In addition to issue resolution, Rubrik Support will keep your IT team apprised of latest software updates and releases, including any critical product fixes that should be deployed. Rubrik users can engage support via our Support portal, telephone, or through their Rubrik Account Team.
6	Data Validation Testing	Yes	Yes, there are several approaches by Rubrik to ensure data integrity and validation. Rubrik is built from the ground up on REST API for 100% automation potential.

7	Monthly Status Reports	Yes	<p>Rubrik Security Cloud allows you to schedule daily, weekly, monthly, and yearly reports to your email address or team, delivered in HTML5 format. Additionally, you can attach a PDF or CSV to your monthly report.</p> <p>I would like to provide a more in-depth look at Rubrik Security Cloud capabilities, which offer a unified management and reporting portal. Dynamic dashboards provide fast access to required information, including Events, Alerts, and Logs. These dashboards allow dynamic filtering and downloading in various formats. Custom reports, built on templates for SLA Compliance, Object Capacity, Infrastructure, Protection & Recovery Tasks, Radar, etc., are also dynamically filterable, can be scheduled, downloaded in other formats, or sent via email. All reporting data can be easily integrated into other reporting systems via Rubrik RESTful API, with pre-built integrations already available for tools such as Splunk and ServiceNow."</p>
8	Equipment monitoring and response	Yes	<p>Rubrik Effectively monitors all hardware components and software within the Rubrik Solution. Rubrik delivers proactive alerting and automatically initiates support cases on behalf of the customer, while also notifying the local Rubrik account team.</p> <p>P1) Guaranteed response within one hour. P2) Response time typically ranges from three to four hours. P3) Response guaranteed within 24 hours. P4) Non-urgent responses provided within 48 to 72 hours.</p>
10	Disaster Recovery - Ransomware	Yes	<p>With Rubrik, you can rest assured knowing you have the capability to recover from ransomware attacks. Moreover, we have assembled a world-class support team dedicated to assisting customers every day. Introducing the Rubrik Ransomware Response Team (RRT), available at Rubrik support hotline (1-650-300-5962), offering global 24x7x365 support for all Rubrik customers.</p> <p>Here's why our RRT stands out:</p> <ul style="list-style-type: none"> - Overseeing a majority of attacks occurring during weekends and national holidays. - Successfully performed over 150 ransomware recoveries. - Serving as a bridge between Data Protection, Security, and Incident Response. - Providing consistent, confidential, customized, and speedy recovery services. - Committed to staying with you until you no longer require our assistance.
11	Disaster Recovery – Loss of Power	Yes	<p>Rubrik's cyber-converged architecture incorporates dual power supplies and built-in high availability features to effectively manage the impact of power loss. These features encompass redundant power supplies, uninterruptible power supplies (UPS), and advanced power management capabilities. In the event of a complete power outage, the system gracefully powers down and conducts integrity checks upon restoration of power.</p>

12	Disaster Recovery – Destruction of the Building	Yes	In response to the scenario where the building has been destroyed, our Rubrik leverages Rubrik Cloud Vault for disaster recovery and data protection. Rubrik Cloud Vault ensures that critical data is securely stored off-site in the cloud, providing resilience against physical infrastructure failures such as the destruction of the building. With Rubrik Cloud Vault, organizations can confidently recover their data and resume operations even in the face of catastrophic events like the loss of the building.
13	remote application support - describe your preferred method	Yes	<p>Rubrik support offers multiple avenues for engagement: The choice of engagement method is entirely up to our customers, reflecting their preferences and needs. Our team is flexible and ready to accommodate whichever approach works best for them.</p> <ol style="list-style-type: none"> 1. Rubrik Phone Support: For the quickest resolution, we recommend reaching out to our support engineers directly by phone. This is particularly beneficial in urgent situations where data is unavailable or critical workloads are affected. With a guaranteed response time of within an hour, you can rely on prompt assistance. 2. Rubrik Portal Support: Alternatively, you can engage with Rubrik support through our online support portal at Support.rubrik.com. Here, you can initiate a support case and choose your preferred contact method, whether it's via phone, email, or chat. 3. Security Cloud UI Access: Access to support can also be granted through the Rubrik Security Cloud UI. This grants limited-time access, ensuring flexibility for users who may not be confined to their desktop or laptop. With this capability, Rubrik support can efficiently gather logs and troubleshoot issues without placing undue strain on your resources in the city of Dunwoody.
14	change management process - describe your preferred process	Yes	With Rubrik, there's no need for downtime during code upgrades, and deploying the Rubrik backup service (agent) doesn't necessitate any reboots. Consequently, implementing Rubrik and integrating it into your environment doesn't require any outage or downtime. Moreover, since Rubrik is not subject to the constraints of the change management process, the integration process is streamlined and does not require additional procedural steps.
15	version control, patch management, and firmware updates - describe your preferred method for handling	Yes	<p>All Rubrik code upgrades are seamlessly performed online, eliminating the need for any downtime during the upgrade process. This ensures uninterrupted backup and recovery operations can continue without disruption. Additionally, in terms of architecture, there are two significant software releases annually, accompanied by four minor releases.</p> <p>As your dedicated Rubrik engineer, it's my responsibility to ensure that the city of Dunwoody utilizes the most stable and secure Rubrik code version available. Typically, this is reviewed every 90 days, allowing us to assess the benefits, features, and functionalities of each new code release thoroughly.</p>

16	Ability to run VMs directly from the "cloud" backup in cases of Disaster Recovery	Yes	Rubrik empowers the city of Dunwoody to seamlessly convert their VMware VMs to AMIs, enabling effortless deployment on both AWS and Azure VMs. This capability allows Dunwoody to leverage their VMware VMs on their preferred public cloud platform with ease, enhancing agility and flexibility.
17	Recovery Support and Assistance in case of Disaster	Yes	<p>The city of Dunwoody can find peace of mind in knowing that the Rubrik Ransomware Response Team (RRT) is dedicated to excelling in the fight against cyber threats. Here are some key points:</p> <ol style="list-style-type: none"> 1. Handling a substantial number of attacks, especially during weekends and national holidays. 2. Boasting a proven track record with over 150 successful ransomware recoveries. 3. Serving as a vital bridge between Data Protection, Security, and Incident Response initiatives. 4. Providing dependable, confidential, customized, and prompt recovery services. 5. Maintaining a steadfast commitment to support you until our assistance is no longer required.
18	Escalation Services for Backups	Yes	Our customers can effortlessly raise the priority of a case by simply clicking on the escalation button within the Rubrik support portal. Moreover, during communication with our support team via email, customers have the option to initiate escalation by locating the escalation button conveniently located at the bottom of the email.
19	make recommendations for changes and improvements as technology advances	Yes	At Rubrik, we prioritize our customers above all else. As your dedicated SE and customer advocate, I encourage you to share any recommendations or ideas for enhancing Rubrik technology through the support portal's "New Ideas" feature. These suggestions are reviewed and voted on quarterly, with many being integrated into the Rubrik solution. I take immense pride in this process, knowing that several features requested by my customers have been successfully incorporated into our solution.
20	Recommend and configure all required hardware for the solution	Yes	Rubrik will deliver a comprehensive solution, ensuring that all components are included in our proposal.
21	install, with onsite staff collaboration, all required hardware for the solution	Yes	Rubrik and SureLock will establish a structured cadence and collaborate closely with on-site staff to ensure a seamless implementation and transition, while also facilitating ongoing knowledge transfers.
23	Encrypted backup management of all data	Yes	<p>Encryption is implemented at various stages:</p> <ul style="list-style-type: none"> - Encryption at rest ensures data security when stored. - Encryption in-flight safeguards data during transmission. - Encryption internode ensures secure communication between nodes, meeting FIPS 140-2 standards. - Bring Your Own Key (BYOK) via Key Management Service (KMS) provides additional control over encryption keys.

24	24x7 support with maximum 4- hour response time	Yes	Rubrik provides continuous support, available every hour of every day throughout the year, with four dedicated support centers situated in North America and many more around the Globe. Our support model adheres to “follow the sun” model.
25	Proactive support (alerting about relevant bugs, failures, and configuration issues reported by the system)	Yes	In the realm of proactive support, Rubrik goes beyond mere alerting by harnessing advanced analytics and machine learning to anticipate future trends. This predictive capability empowers organizations to make proactive decisions and plan for capacity needs effectively. By analyzing data growth patterns, Rubrik enables businesses to optimize their storage resources efficient
26	Explain the solution’s method for 3-2-1 backup strategy	Yes	<p>The 3-2-1 backup solution is a widely recommended strategy for data protection:</p> <p>Rubrik Would summarize this as the following below</p> <p>3 Copies: Keep at least three copies of your data. This includes the original data and two backups.</p> <p>2 Different Storage Media: Store the copies on at least two different types of storage media to mitigate risks associated with a single type of failure.</p> <p>1 Offsite Copy: Maintain at least one copy of the data offsite, ideally in a geographically distant location from the primary data source. This provides protection against localized disasters such as fires, floods, or theft.</p> <p>By adhering to the 3-2-1 backup strategy, organizations can ensure robust data protection and enhance their ability to recover data in the event of unforeseen incidents.</p>
27	Is the backup/restore administration controlled by a centralized master system	Yes	The Rubrik Security Cloud provides a centralized pane of glass, offering administrators a comprehensive command center view for performing their daily tasks. This includes protecting their environment, recovering data, managing alerts, generating reports, and gaining insights into their data security posture.
28	Does the solution have the ability to support and manage snapshot-based backup and file based backup “under one roof”	Yes	Rubrik offers a comprehensive single pane of glass solution for safeguarding various environments, including virtual environments such as VMware, Hyper-V, and NTUX AHV, as well as physical servers supporting multiple operating systems (Windows, Linux, Sun, AIX) and NAS (network attached storage arrays). Additionally, Rubrik extends its protection to Microsoft 365 solutions and various cloud workloads. This unified platform provides visibility into backups and offers features such as Global Policy Management, Multi-Factor Authentication (MFA), Auditing, Role-Based Access Control (RBAC), and support for Backup, Disaster Recovery (DR), and Cyber Resilience functionalities. Whether it's on-premises, in the cloud, or Software-as-a-Service (SaaS) environments, Rubrik ensures 100% immutability and survivability of data.

29	Does the system provide	Yes	Rubrik offers granular recovery options down to the file level, known as Granular Level Recovery (GLR) or File Level Recovery (FLR). This can be accomplished through Rubrik's UI, featuring a Google-like search bar within the Rubrik Security Cloud UI on the cluster. Additionally, users can browse backups and perform search recoveries using filenames, folder names, or file extensions (e.g., *.pdf or *.doc) by specifying a wildcard.
30	Does the solution have network bandwidth compression to reduce loads if backups occur during production time	Yes	Rubrik employs adaptive backup strategies, harnessing the power of machine learning and AI, to intelligently schedule backups. By constantly analyzing CPU, disk, and network latency, Rubrik identifies optimal backup windows that minimize impact on your applications. Moreover, Rubrik employs advanced deduplication and compression technologies to efficiently reduce data transfer across the network and storage disks.
31	List solution's reporting capabilities	Yes	Rubrik offers a rich library of over 90 pre-built reports, along with the flexibility to customize reports entirely to suit the specific criteria selected by the end user.
32	Can the solution send email notifications for "real time" alerts?	Yes	Emails can be automatically generated in real-time in response to critical events and user-defined priorities. Additionally, notifications for backup failures or cancellations can be sent via email, directed to either an email alias or a dedicated user email address.
33	Does the solution log all backup/restore activity?	Yes	Rubrik's reporting capabilities also support compliance and governance through detailed audit logs and activity reports, ensuring adherence to industry regulations. Seamless integration with IT service management and reporting tools enhances workflow efficiency and fosters collaboration among IT teams.
34	Does the solution work with multiple different operating systems?	Yes	Rubrik provides robust support for a wide range of operating systems and hypervisors, including: <ul style="list-style-type: none"> - Windows: Spanning from Windows 2008 to the most recent Windows release. - Multiple Linux distributions. - AIX. - Sun. - Industry-leading hypervisors, including VMware, AHV, and Hyper-V. Our support extends across various platforms, ensuring comprehensive coverage for Windows, Linux, AIX, VMware, and Sun environments.

<p>35</p>	<p>Explain the solution’s method for recovery testing</p>	<p>YES</p>	<p>Rubrik Automated Recovery Options: Option 1: Rubrik Orchestrated Application Recovery Rubrik offers the capability to orchestrate, test, and report recovery capabilities at any scale from backups. With Rubrik, you can build a recovery plan to automate steps, define order, and manage dependencies to recover entire applications. Rubrik provides three application Blueprint workflows. The isolated recovery utilizes the Rubrik appliance (Brik) to conduct testing without impacting production and generates RTO/RPO reports for management. You can orchestrate the DR failover for testing or emergency events, completely automating the failover of your environment with a single click of a button. In a wartime scenario such as a Ransomware attack, the in-place recovery orchestration provides recovery while leaving good data in place and overriding bad data, significantly reducing downtime. Critical applications such as AD, 911, and EMS applications can be up and running within minutes versus days. Option 2: Manual Invocation Recovery tests can also be invoked manually ad hoc. These tests are conducted through live mounts of disks, databases, or other volumes. Verification tests can be performed via our API and live mount ad hoc. For custom recovery tests, our PowerShell SDK allows the creation of scripts to verify recoveries. With the introduction of cyber recovery functionality for VMware, all image-level restores can be fully automated and tested. Option 3: API Utilization Rubrik offers the ability to leverage APIs, with recipes available on GitHub. Automation is at the core of Rubrik's philosophy, advocating for API utilization and building a thriving community around automation and integration. Rubrik provides extensive API-based integrations, including SDKs for PowerShell, Python, and Go, as well as modules for tools like Terraform, Ansible, Splunk, ServiceNow, VMware vRealize, and vCloud Director. Customers are encouraged to contribute and customize these components to meet their specific needs. Rubrik's API-first architecture ensures seamless integration with existing infrastructure, particularly Hitachi primary storage. Additionally, Rubrik replaces Veritas as the primary data protection solution, seamlessly unifying software and hardware layers into a single, cohesive Web-scale architecture. Rubrik's CyberRecovery solution is recognized as best-in-class for organizations' needs. For comprehensive details on the API, SDKs, integrations, and pre-built use-case tools, please visit our resources page. All code is freely available on GitHub.</p>
<p>36</p>	<p>Explain the method of restoring if the backup appliance is unavailable.</p>	<p>Yes</p>	<p>If the Rubrik Appliance is unavailable, the City of Dunwoody can rest assured that off-site backups have been conducted through Rubrik's SLA policy engine and are hosted in the Rubrik Cloud Vault for the first 12 months. These backups are available for download and recovery, as each backup snapshot retains both metadata and encapsulated data, eliminating dependencies on the appliance. Access to these backups can be facilitated through the Rubrik Security Cloud, either via another physical appliance provided by</p>

			Rubrik or a Rubrik virtual appliance, allowing access to and downloading of the desired data or rehydrating it.
37	Explain why this solution might be considered “Next-Gen”	Yes	<p>The Rubrik is next generation because it simplifies backup and recovery for hybrid cloud environments. It eliminates legacy backup complexity by integrating data orchestration, catalog management, and continuous data protection into a single software platform. With Rubrik, government entities can unlock cloud for long-term data retention or DR and deliver automation with an API-first software platform. Designed to be vendor agnostic, Rubrik supports the leading operating systems, databases, hypervisors, clouds, and SaaS applications. In today’s environment of Ransomware attacks, Rubrik’s technology is more important to state and local governments than ever before.</p> <p>Rubrik offers:</p> <ul style="list-style-type: none"> ● NEAR-ZERO RPO & RTO: Avoid data loss and minimize downtime with continuous data protection and instant recovery. ● SIMPLE TO SCALE: Start small and leverage Rubrik’s scale-out architecture to grow-as-you go without forklift upgrades. ● LOWER TCO: Deliver hard savings of up to 30-50% with the industry’s slimmest footprint.
38	Explain how your solution meets the requirements for MFA/TOTP authentication.	Yes	<p>Support for multi-factor authentication for the above role-based logins is a must as well. Rubrik supports multiple authentication methods for user accounts, including Single Sign-On (SAML 2.0), AD, LDAP, Multifactor Authentication, and API tokens for automated API calls.</p> <p>The Rubrik platform integrates with Active Directory (AD) and supports granting authorization and groups from AD. Protection against compromise is provided via our multi-layered security approach using SSO and RBAC.</p> <p>Rubrik supports Multi-factor Authentication (MFA) and Two-Factor (2FA) integration via SAML or RSA SecurID for secondary authentication on admin and end-user accounts. This allows Rubrik to challenge users for an authentication token. This authentication token is provided by an outside authenticator. Using this method, even if a user’s credentials are compromised, access will still be blocked from an attacker.</p> <p>In addition, Rubrik natively supports Time Based One Time Passwords (TOTP) for local (non AD) accounts using any authenticator app that generates a token. This includes Google authenticator Okta, and Microsoft authenticator apps. This can be enforced on a user or group, and once configured, they will be prompted at the next login to scan a QR code in their authenticator app for easy setup.</p> <p>Rubrik supports any vendor that has implementation of SAML2 protocol including Shibboleth that is part of the InCommon Federation.</p> <p>MFA will be applied to UI, CLI and API access.</p>

39	Does this solution offer granular, role-based, access control	Yes	The Rubrik platform seamlessly integrates with Active Directory (AD) and facilitates the granting of authorization and group management directly from AD. Our multi-layered security approach, utilizing Single Sign-On (SSO) and Role-Based Access Control (RBAC), ensures robust protection against compromise. This approach allows for granular customization of role-based access, empowering end-users with tailored capabilities.
40	Does this solution offer a retention lock feature	Yes	Zero Trust Retention Lock - Prevent anyone from removing or resetting retention policies through malicious expiration, cluster resets, and retention SLA
41	Does this solution utilize Zero Trust Data protection	Yes	Rubrik is an end to end Zero Trust Data Protection provider for DC, Cloud and M365 applications and data for Driven Brands. We provide data resilience, data observability and data remediation solutions within the Rubrik platform for traditional backup and recovery use cases as well as cyber recovery use cases.
42	Explain how this solution protects against NTP poisoning and time-drift attacks	Yes	<p>Rubrik leverages the monotonic clock, which does not rely on NTP or System Time. Therefore, we are not susceptible to these variabilities that may impact other backup systems</p> <p>Further technical explanation a monotonic clock type of clock that constantly moves forward at a uniform rate, and it cannot be adjusted or reset. In computing, monotonic clocks are often used to measure time intervals or durations, and they provide a reliable reference for elapsed time between two points.</p> <p>Key characteristics of a monotonic clock include:</p> <p>Steady Progression: The clock always moves forward, and it does not experience adjustments due to changes in the system time or external factors.</p> <p>Consistency: The time reported by a monotonic clock is consistent and does not vary, making it suitable for measuring elapsed time.</p> <p>Independence from System Time Changes: Monotonic clocks are not affected by changes in the system time, such as adjustments made by users or synchronization with external time servers.</p> <p>These characteristics make monotonic clocks valuable for measuring durations or intervals in scenarios where a consistent and reliable time reference is needed, such as in software applications or systems where precise timing is crucial. They are commonly used for performance measurements, timeouts, and other time-related operations in programming.</p>

43	How does this solution discover the point of Malware Infection to help identify the Indicator of Compromise	Yes	<p>A threat hunt scans Rubrik backups for indicators of compromise to identify systems potentially impacted by an attack and when those indicators of compromise were first present in the system. When ransomware attacks happen, it is essential to respond quickly. Identifying which systems were compromised and when that compromise occurred can be challenging. A threat hunt identifies files that may be at risk by scanning Rubrik backups for indicators of compromise (IOCs) related to the attack. Threat hunting is not a pattern-based anti-malware scanner, but an analysis tool for identifying specific issues. You can use threat hunt results to identify potentially malicious files and the snapshots where they were present and thus avoid malware reinfection during recovery. An IOC, when present on a system, indicates that malware may have compromised the system. Threat hunts can be configured with the following key IOCs:</p> <ul style="list-style-type: none"> YARA rules, which use scripts that look for certain characteristics to identify malware File hashes, which use specific file hash values to search for malware (MD5, SHA1, or SHA256) File patterns, which use specific file paths to search for malware <p>RSC supports threat hunting for VMware, AHV, and Hyper-V virtual machines; NAS file sets; and Linux and Windows servers.</p>
44	Describe how this solution discover data anomalies and file level encryption leveraging machine learning	Yes	<p>Rubrik Data Threat Analytics applies machine learning algorithms against application metadata to establish a normal baseline behavior for each machine or NAS share. It proactively monitors behavioral patterns and flags any activity that varies significantly from the baseline. Radar analyzes several file properties, including file change rates, abnormal system sizes, and entropy changes. Once an anomaly is detected, Radar alerts you to the unusual behavior via the UI and by email. By using machine learning, Rubrik Data Threat Analytics can continuously refine its anomaly detection model over time and stay ahead of the most advanced threats.</p>
45	Describe how this solution classifies sensitive data types, provides visibility into sensitive data, and reports on sensitive data and if it's been accessed	Yes	<p>Rubrik Data Security Posture is a SaaS application that applies machine learning to discover, classify, and report on sensitive data without any impact to production. By leveraging your existing Rubrik deployments, users get up and running in just a few minutes with zero additional infrastructure required. Polaris Sonar applies machine learning to scan and classify sensitive data without agents or impact to production. Leverage pre-built policy templates to identify common data types from regulations and standards such as GDPR, PCI-DSS, HIPAA, and GLBA, or define custom dictionaries, expressions, and policies. We employ various NLP techniques to minimize false positives.</p>

46	Does your company have a published 3 rd party audited Customer Satisfaction score	Yes	<p>Rubrik is immensely proud of the overwhelmingly positive feedback we receive from our customers and we are continually striving to improve the service we offer them. Rubrik has a 98.6/100 Customer Satisfaction Score and a certified Net Promoter Score of 82. We have been awarded a Gartner Peer Insights Customer Choice score of 4.8 out of 5 for three years running. Rubrik was the fastest company to be included in the Gartner Magic Quadrant for Data Protection and has been named a leader with the highest score for completeness of vision for the last 4 years whilst winning 8 major Awards at VMworld shows in both the US and Europe including 3 'Best of Show' Awards, and 'Gold' Awards for 'Data Protection' and 'Security'. Since its inception Rubrik has won many accolades including: 4 x Leader in the Gartner Magic Quadrant for Enterprise Backup and Recovery with the furthest overall position in Completeness of Vision for the third year in a row Gartner Peer Insights Customers' Choice 2023, 2022, 2021, 2020 Forrester Wave Leader for Data Resilience solutions in Q4 2022 with the highest possible scores in API enablement and orchestration capabilities and integration criteria Global Infosec Awards Winner as Hot Company in Data Security at RSA Conference in 2022 Global InfoSec Award for Most Innovative Company in Data Security During RSA Conference 2023 Eight-time winner of Best of VMWorld Named in the Inc. 2022 Best In Business list in the Security category 2023 Microsoft Partner of The Year in the US and EMEA</p>
47	Does your company have a security certification (SOC2, ISO 27001, etc)	Yes	<p>Rubrik products and services go through annual security assessments performed by independent third parties, and is SOC 2 Type 2 and ISO, 27001 certified. More information about Rubrik's security compliance program can be found here: https://www.rubrik.com/compliance-program</p>
48	Has your company had any breaches or security issues in the past 2 years?		<p>"In February of 2023, Fortra, the developers of the GoAnywhere Managed File Transfer, advised of a zero-day remote code execution vulnerability. Rubrik experienced unauthorized access to a non-production, IT testing environment as a result of the vulnerability. Upon discovering the unauthorized access, Rubrik quickly took down the involved non-production environment and contained the threat.</p> <p>Kindly note that the unauthorized access did NOT include data we secure on behalf of our customers via Rubrik products or services. As such, GoAnywhere software is not and was never used as any component in any of our products, or SaaS services or support environments we provide to our customers or partners, and no evidence of additional malicious activity or compromise was detected. More information on this can be found here - https://www.rubrik.com/blog/company/23/3/fortra-goanywhere"</p>

Answers to Scope of Work Questions

Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP.

SureLock Technology comprehensively understands the objectives outlined in the RFP, which include the full implementation, integration and ongoing maintenance of a data backup and recovery system solution for the City of Dunwoody. Based on this understanding, our approach will involve a phased implementation plan that covers project planning, procurement, implementation, disaster recovery documentation, ongoing management, testing, support, and monthly reporting. The requirement for references has been considered and included in our response. Regarding the submission of our response, we are clear on the need to divide it between a cost proposal and a separate technical proposal.

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

We appreciate the opportunity to participate in this procurement process and are eager to present our approach to delivering top-quality services that meet your requirements and expectations.

Our Approach:

1. **Technology Partnership:** SureLock Technology takes pride in helping our customers select the best technology partners for their IT projects. For this RFP we are partnering with Rubrik for hardware, software, and technology services needs. Rubrik is widely known as the world's leader in backup and recovery services. They offer the fastest, most reliable, and secure backup and recovery services in the industry today. In partnership with SureLock Technology, we feel strongly that Rubrik is the technology partner best equipped to meet the needs of this project for the City of Dunwoody.
2. **Communication:** We will establish regular communication channels with the Technology Director and City Staff and our technology partner Rubrik to address inquiries, provide updates, and ensure timely completion of tasks.
3. **Collaboration:** We are committed to collaborating with the City's staff and our technology partner Rubrik to ensure all elements of their environment are included in the backup and recovery plan, guaranteeing a high-quality service delivery.
4. **Customization:** We understand that a one-size-fits-all solution might not be suitable for your specific needs. Therefore, we propose a level of customization that tailors your backup and recovery services to your exact requirements. Whether it's hardware, software, or services needs, we will work closely with you and the Rubrik team to create a solution that makes sense for the City of Dunwoody.
3. **Timely Delivery:** We recognize the importance of meeting delivery deadlines to minimize disruption and ensure a smooth transition. Our services team along with the Rubrik team will meticulously plan and execute the delivery schedule to ensure this backup and recovery services project is successful.
4. **Training and Support:** Implementation is not the end of our commitment. Our Rubrik customer support team will be available to provide timely assistance and ensure a seamless user experience. We have also included Rubrik training for the City's staff in our proposal.

5. **Competitive Pricing:** We understand the importance of budget considerations. Our pricing is competitive without compromising the quality of products and services. We are confident that our proposal provides excellent value for your investment.

Describe your company's methodology to ensure collaboration with City staff to ensure an efficient implementation. Include a timeline for implementation assuming a start date no later than April 1, 2024.

At SureLock Technology and Rubrik, we understand the importance of effective collaboration with City staff to ensure the efficient implementation of the project. Our methodology for collaboration is designed to foster open communication, transparency, and active involvement from all stakeholders throughout the implementation process. Below are the key elements of our approach:

1. **Initial Stakeholder Meetings:** We begin by scheduling comprehensive meetings with key stakeholders from the City, including project managers, IT staff, department heads, and other relevant personnel. These meetings allow us to gain a thorough understanding of the City's goals, expectations, requirements, and existing infrastructure.
2. **Regular Progress Updates:** Throughout the implementation phase, we provide regular progress updates to City staff through status reports, meetings, and collaborative project management tools. These updates include detailed information on completed tasks, upcoming activities, potential challenges, and risk mitigation strategies.
3. **Collaborative Decision-Making:** We believe in a collaborative decision-making process where City staff are actively involved in key decisions related to the project. This includes discussions on technical solutions, configuration options, customization requirements, and any changes to the project scope or timeline.
4. **Training and Knowledge Transfer:** As part of the proposal, we included comprehensive training sessions for City staff to ensure they are proficient in using the new technology, systems, or processes being implemented. Knowledge transfer sessions are also conducted to empower City staff to manage and maintain the implemented solution independently if the need arises.
5. **Ongoing Support and Communication:** Post-implementation, we provide ongoing support, maintenance, and troubleshooting services as needed. We maintain open channels of communication with City staff through dedicated support teams, helpdesk services, and regular check-ins to address any issues or enhancements.
6. **Feedback and Continuous Improvement:** We value feedback from City staff and continuously seek opportunities for improvement. Feedback loops, satisfaction surveys, and post-implementation reviews are conducted to gather input, identify lessons learned, and implement enhancements for future projects.

By following this methodology, we ensure that collaboration with City staff remains a priority throughout the implementation phase, leading to a successful and efficient project delivery that meets the City's objectives and expectations.

Based on the scope outlined in the RFP, we propose the following timeline for the planning phase:

- Week 1-2: Initial assessment and data gathering.
- Week 3-4: Development of backup and recovery strategy.

- Week 5-6: Implementation planning and documentation.
- Week 7: Presentation of the finalized plan and training session for your team.

Describe your company's approach to maintaining appropriate and timely communication with the Technology Director and City Staff requests.

We will establish regular communication channels with the Technology Director and City Staff to address inquiries, provide updates, and ensure timely completion of tasks. Our approach emphasizes responsiveness and adaptability to accommodate any changes or additional requirements that may arise during the implementation process.

Describe your company's methodology for ensuring timely completion of implementation to the new system.

Surelock Technology's methodology includes following a detailed project plan with an estimated timeline for project completion, assuming a start date no later than April 1, 2024, as specified in the RFP. We are committed to meeting deadlines and milestones outlined in the project plan to ensure the timely delivery of the backup and recovery system solution.

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

SureLock Technology warehouse – Our warehouse, located at 297 Industrial Park Dr. Suite A, Lawrenceville, GA 30046, is available if needed to store and/or stage any hardware/software required for the project.

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

SureLock Technology has eco-friendly disposal and recycling program partnerships to ensure responsible end-of-life management. We partner with companies such as Rubrik because they are committed to environmental responsibility as well. Everything from the design of Rubrik's new offices to the materials used by their hardware manufacturers is built with sustainability in mind.

Qualifications and Experience of Company and Staff

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

SureLock Technology is uniquely positioned to meet the specialized needs of city, county, and governmental agencies through our focused expertise and tailored solutions. With over 15 years of dedicated service in the Government sector, 80% of our team brings deep-rooted knowledge of the intricacies involved in government processes and requirements.

Our specialization extends to the critical areas of backup and disaster recovery – domains where we understand not just the general best practices, but the unique challenges and compliance requirements faced by city governments. This expertise is not merely theoretical; it is proven by our successful implementation of over 35 backup and disaster recovery solutions for government agencies throughout Georgia.

We are particularly adept at working with Rubrik backup solutions, with a thorough understanding of their distinctive features tailored for governmental use. Our track record speaks for itself, showcasing our ability to not only sell but also implement complex solutions that align with the stringent demands of government data security and continuity.

Choosing SureLock Technology means partnering with a team that has not only the experience but also a laser-focused commitment to the government sector, ensuring that the services we provide are not just effective but also seamlessly integrated into the unique ecosystem of city government operations.

Discuss your company's involvement with similar projects at the federal, state, local government, and/or public safety levels.

SureLock Technology prides itself on a rich history of collaboration with government entities at various levels. Our involvement ranges from federal to state and local government projects, with a special emphasis on public safety initiatives. We have successfully deployed Rubrik backup and disaster recovery systems in over 35 instances, directly enhancing the resilience and data security of public sector agencies. Our hands-on experience in these projects is backed by a seasoned team with 15 years of specialized focus in the governmental technology landscape.

State whether the Bidder has any pending litigation, and state whether the company has had any litigation in the last five (5) years and the outcome of such litigation.

SureLock Technology has no pending litigation and has not had any litigation in the last five years.

The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to fulfil the contract in a satisfactory manner.

This is acknowledged by SureLock Technology.

A listing of any staff that will be working on this project including a copy of their resume and/or qualifications.

SureLock Technology Team

Alan Douthit – Sr. Account Executive

Qualifications:

- 18 years experience providing IT solutions including 10 years to government customers
- 8 years experience working backup and recovery projects
- Proven track record of success in consultative, outcomes-based sales
- Ability to coordinate efforts across multiple teams
- Experienced at and passionate about solving business challenges with technology

Education:

- Bachelor of Management Information Systems (MIS) from the University of Oklahoma

Taylor Harris-Bey – Network Engineer

Qualifications:

- VMWare: Familiar with virtualization technology and management using VMWare.
- Avignon: Knowledgeable in Avignon (possibly referring to a specific software or tool).
- Dell: Experienced in utilizing Dell hardware and related technologies for computing solutions.
- Nutanix: Experienced in Nutanix technology, including hyper-converged infrastructure (HCI) and cloud management platforms.
- Telecom Network Engineering: Proficient in designing, implementing, and optimizing telecommunications networks.

Education:

- Master of Management Information Systems (MIS) from the University of Phoenix

Justin Simard – Network Engineer

Qualifications:

- JunMist Certified Associate: Certified in Juniper Networks Mist AI-driven WLAN solutions, demonstrating proficiency in wireless networking and network management.
- JunOS Certified Associate: Certified in Juniper Networks operating system, indicating competence in networking fundamentals and router configuration.
- Dell Networking Fundamentals: Certified in Dell networking fundamentals, showcasing expertise in networking concepts, protocols, and Dell networking products.
- Fortinet: Completed training in Fortinet technologies, including firewall solutions, network security, and threat management, enhancing expertise in cybersecurity and network defense.

Education:

- Bachelors of Science in Computer Science from Georgia State University

Jonathon Silk – Project Director**Qualifications:**

- 8 years of statistical data analysis experience for the United States Air Force.
- Proficient in scrutinizing mass data sets to create briefings and develop measurable performance metrics.
- Experienced in leading multi-faceted teams conducting investigations to identify root causes of critical system failures.
- Skilled in communicating with government leadership through detailed reports, noting possible shortfalls for proactive response.
- Demonstrated ability to develop data algorithms to streamline reporting and analyses.
- Expertise in pinpointing key components of complex problems and determining the most beneficial course of action through personnel interviews and statistical tests.
- Strong background in IT, with an emphasis in data analytics

Education:

- Bachelor's degree in Data Analytics from the University of Michigan

Rubrik Team**Keelah Wilson – Rubrik Senior Account Executive****Qualifications:**

- A results-driven Senior Account Executive for state and local municipalities.
- 9+ years dedicated focus in Cybersecurity and Data Protection for all size enterprises.
- With a high retention rate of clients due to focus on mapping to business needs as new challenges and attack groups arise.

Education:

- Bachelors of Marketing from Kennesaw State University

Tarek Bouri – Rubrik Senior Systems Sales Engineer**Qualifications:**

- Avid technologist with over a decade and a half of dedicated focus on data protection, recovery, and fortifying security infrastructure for state and local governments across Georgia, Tennessee, and Florida.
- Over the past 36 months, played a pivotal role in expanding the Rubrik user base in Georgia.
- Passionate in ensuring that customers are well-prepared for cyber-attacks through quarterly health checks and comprehensive education on best practices.

Examples of Successful Projects

• A listing of ongoing similar contracts to this RFP that were in effect in the last 12 months in the State of Georgia. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.

1. City of Gainesville
 - Area of Contractual Services: Routine System Health Checks and Documentation Provision
 - Purpose of Contract: To provide quarterly system health assessments and updates on backup and disaster recovery infrastructure.
 - Summary of Operations: SureLock Technology offers quarterly system reviews and configuration optimizations, coupled with updates on Rubrik's product roadmap and essential documentation to support the city's technological frameworks.
2. City of Winder
 - Area of Contractual Services: Backup Log Review and Update Briefings
 - Purpose of Contract: To conduct quarterly health checks, specifically analyzing backup logs and updating the city on new Rubrik releases.
 - Summary of Operations: With an emphasis on continuity and minimal disruption, our team provides comprehensive log reviews and keeps the City of Winder abreast of the latest in backup solution developments.
3. Rome City Schools
 - Area of Contractual Services: Backup and Disaster Recovery Maintenance
 - Purpose of Contract: To ensure the integrity and efficiency of the school system's backup solutions.
 - Summary of Operations: Our work with Rome City Schools focuses on routine maintenance and oversight, offering peace of mind through dependable data protection strategies for the educational sector.
4. Floyd County Schools
 - Area of Contractual Services: Disaster Recovery Strategy and Execution
 - Purpose of Contract: To manage robust disaster recovery plans for the school system's sensitive data.
 - Summary of Operations: We serve Floyd County Schools by developing and executing comprehensive disaster recovery plans, ensuring the safeguarding of student and faculty information.
5. Douglas County Schools
 - Area of Contractual Services: Data Integrity Checks and Preventative Maintenance
 - Purpose of Contract: To provide consistent, scheduled checks to preemptively address any potential issues in data backup systems.
 - Summary of Operations: For Douglas County Schools, our focus is on preventative maintenance, ensuring their Rubrik system is fault-free and data integrity is never compromised.
6. Muscogee County Schools
 - Area of Contractual Services: Backup Solution Optimization and Staff Training
 - Purpose of Contract: To optimize backup solutions and enhance staff knowledge and use of Rubrik systems.
 - Summary of Operations: Our service to Muscogee County Schools includes optimizing their backup infrastructure and providing training to the internal IT staff to ensure efficient use of their Rubrik systems.
7. Fayette County Schools
 - Area of Contractual Services: System Upgrade Implementation and Technical Support

- Purpose of Contract: To assist with system upgrades and offer ongoing technical support for their backup systems.
- Summary of Operations: At Fayette County Schools, we facilitate smooth system upgrades and provide the technical support necessary to maintain cutting-edge backup solutions.

8. Rockdale County Schools

- Area of Contractual Services: Data Recovery Testing and System Audits
- Purpose of Contract: To conduct regular data recovery tests and perform system audits for continued reliability.
- Summary of Operations: Our involvement with Rockdale County Schools involves conducting rigorous data recovery simulations and audits to ensure their backup systems are always ready for any scenario.

References

1. Matt Stover, Rome City Schools, Summary of Operations: Our work with Rome City Schools focuses on routine maintenance and oversight, offering peace of mind through dependable data protection strategies for the educational sector.
Mstover@rcs.rome.ga.us
706-236-5050
2. Matt Debord, Floyd County Schools, Summary of Operations: We serve Floyd County Schools by developing and executing comprehensive disaster recovery plans, ensuring the safeguarding of student and faculty information.
matthewdebord@floydboe.net
706-234-1031
3. Josh Watson, Fayette County Schools, Summary of Operations: At Fayette County Schools, we facilitate smooth system upgrades and provide the technical support necessary to maintain cutting-edge backup solutions.
watson.josh@fcboe.org
770-460-3990

General Requirements

Phase 1 - Planning

Our team has a comprehensive understanding of the backup and recovery needs outlined in the RFP. We recognize the importance of developing a robust plan that ensures data integrity, availability, and quick recovery in case of any unforeseen incidents.

Our proposed approach to the planning phase includes the following key steps:

- Conducting a thorough assessment of your current backup and recovery infrastructure.
- Identifying critical data and systems that require backup and prioritizing them based on their importance to your operations.
- Developing a detailed backup and recovery strategy that encompasses both on-premises and cloud-based solutions, ensuring redundancy and scalability.
- Implementing best practices for data encryption, access control, and regular testing of backup and recovery procedures.
- Documenting the entire plan, including procedures for handling different types of data loss scenarios and training your staff on best practices.

Our team comprises certified professionals with extensive experience in backup and recovery solutions. We have successfully implemented similar projects for clients in various industries, demonstrating our ability to tailor solutions to meet specific needs while adhering to industry standards and regulatory requirements.

Based on the scope outlined in the RFP, we propose the following timeline for the planning phase:

- Week 1-2: Initial assessment and data gathering.
- Week 3-4: Development of backup and recovery strategy.
- Week 5-6: Implementation planning and documentation.
- Week 7: Presentation of the finalized plan and training session for your team.

Phase 2 – Procurement

Including Phase 2 as a contingency for procurement aligns with best practices in project management, allowing for flexibility and adaptation based on the outcomes of the planning phase. It demonstrates a proactive approach to potential needs that may arise as the project progresses, ensuring that all necessary resources are available in a timely manner. This phase would only be utilized if additional software or hardware is deemed necessary during the Phase 1 Planning phase.

Based on the information provided in the RFP, we have put together a recommendation for hardware/software/support for the backup and recovery environment in case it is determined that procurement is necessary. After a thorough assessment during the Phase 1 Planning phase, it is possible that SureLock Technology and/or Rubrik may suggest additional hardware/software/support needs. Data sheets are included in Appendix A.

Initial Hardware/Software/Support Recommendation

- QTY 1 - R6408 (60TB) usable capacity: 60TB
- Rubrik Licensing Enterprise Edition
- Cloud Vault Archive Licensing (200TB)
- Networking Connectivity: 10GB SFP+
- QTY 1 - Onsite Installation

- QTY 2 - Remote Configuration
- QTY 2 – Training (2 Seats)

If the City of Dunwoody needs to leverage a purchasing contract, SureLock Technology can leverage NCPA 01-96 for the procurement of the recommended Rubrik solution.

Phase 3 – Implementation

At SureLock Technology and Rubrik, we have a proven methodology for implementing Rubrik backup and recovery system solutions that encompasses preparation, implementation, training onsite staff, go-live, support, and comprehensive documentation that the RFP calls for. Our approach to Phase 3 of the project is detailed below:

1. Preparation Phase:
 - Conduct an in-depth analysis of the City's existing IT infrastructure, data backup processes, and recovery requirements to identify gaps and opportunities for improvement.
 - Collaborate with City staff to define project goals, scope, timelines, and success criteria.
 - Procure necessary hardware, software licenses, and resources required for the Rubrik backup and recovery system implementation.
2. Implementation Phase:
 - Configure the Rubrik solution accorded to best practices and based on the City's specific backup policies, retention requirements, data sources, and disaster recovery plans.
 - Integrate Rubrik with existing systems, applications, and cloud platforms to ensure seamless data protection and recovery capabilities.
 - Conduct thorough testing and validation of backup and recovery processes to verify system functionality, performance, and compliance with the City's standards.
3. Training Onsite Staff:
 - We've included a 4 day virtual training program for 2 seats that is tailored to the needs of onsite staff responsible for basic level management of the Rubrik system.
 - Deliver hands-on training sessions covering system administration, backup scheduling, recovery procedures, monitoring, and troubleshooting.
 - Provide documentation, user guides, and reference materials to support ongoing learning and skill development.
4. Go-Live and Support:
 - Coordinate the go-live process in collaboration with City staff, ensuring a smooth transition to the new Rubrik backup and recovery system.
 - Monitor system performance, data backups, and recovery operations post-implementation to address any issues or optimizations.
 - Offer dedicated support channels and escalation procedures to resolve technical issues, answer queries, and provide guidance as needed.
5. Documentation for Configuration:
 - Generate comprehensive documentation outlining the Rubrik system configuration, settings, policies, workflows, and best practices.
 - Document backup schedules, retention policies, disaster recovery plans, access controls, and audit trails for compliance and governance purposes.
 - Provide detailed reports, logs, and metrics to track system utilization, backup success rates, recovery times, and overall data protection effectiveness.
 -

By following this approach, we ensure a successful implementation of the Rubrik backup and recovery system, empowering City staff with the knowledge, tools, and support needed to effectively manage and safeguard critical data assets.

Disaster Recovery Documentation

As part of the Implementation plan, SureLock Technology and Rubrik will assist the City staff to develop Backup and Disaster Recovery Procedure Documentation incorporating the new Backup and Recovery Solution. Please see Appendix B for a sample Customer Disaster Recovery Guide and Runbook.

Phase 4 – Ongoing Management, Testing, and Support

Phase 4 includes the ongoing and as needed administration, escalation, and management of the backup and recovery system. This phase should include proactive and reactive responses, as well as data validation testing and monthly status reports. The City requires, at minimum, quarterly meetings with the Vendor during this phase. This phase will begin one week after “Go-Live”. In accordance with O.C.G.A. § 36-60-13, this agreement shall terminate absolutely and without obligation on the part of the City on December 31 of the year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. The agreement shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken to terminate it earlier.

Overall, Rubrik is known for the ease of use and quick ramp time to maintain and manage the system. However, the City of Dunwoody will have several support options available. Included in our proposal, SureLock Technology and Rubrik will provide the city with a Solutions Engineer to assist with administration, escalations, and overall best practices on management for their backup and cyber recovery plan. This phase will also include proactive testing reports to ensure recoverability as well as a reactive 24x7x365 Ransomware Response team that will assist with any recovery needed in the event of a ransomware attack.

SureLock Technology and Rubrik will hold business review sessions at a minimum quarterly to ensure we continue to align with the City of Dunwoody’s goals. During these sessions we will provide a health check on the backup and recovery environment including reviewing existing retention policies, determining future capacity needs, and investigating any new initiatives that might affect the backup and recovery environment.

SureLock Technology and Rubrik will provide monthly status reporting a breakdown of any support tickets, status of current backup jobs, and results of data validation testing.

Disaster Recovery

1. The vendor shall explain how this solution handles the recovery process for disasters caused by:

- Malfunctioning Equipment
- Ransomware
- Loss of Power
- Destruction of the building

Please reference the Technical Table in Appendix D for the answers to these disaster recovery scenario related questions.

Preferable Features

1. Solution has the ability to run VMs directly from the “cloud” back up in cases of Disaster Recovery.

Rubrik has the functionality to run VMs directly from the Cloud backup in case of a disaster recovery situation.

2. Solution includes recovery support and assistance in case of Disaster.

Rubrik has a Ransomware Response team available that will help customers through recoveries such as Disasters or Ransomware attacks.

Value Added Products and Services

- Rubrik’s Ransomware Response Team - 24x7x365 team dedicated to helping client base recover from Ransomware or any recovery needed. This service is available with no additional cost and is included in the Rubrik investment. They have performed over 150 ransomware recoveries to date and have a 100% success rate in recoveries. This team ensures fast recoveries so that you can recover in hours or days vs weeks and months.
- Local Account Team – As a SureLock Technology and Rubrik Customer, you have a local account that oversees the needs of the City of Dunwoody and is responsible for at a minimum:
 - Quarterly Business Reviews - Review sessions held to ensure Rubrik continues to align to business goals, sizing of environment is steady, check on data growth, etc.
 - Health Checks – Quarterly technical review sessions to ensure best practices are being met
 - Knowledge Transfer Sessions – Learning sessions held to teach new users how to perform entry level to senior level job functions within Rubrik
 - Monthly Camp Rubrik’s – Hands on Labs that teach techniques for the fastest recovery times.
 - Save The Data’s – Vendor agnostics events held to give clients an interactive role-play exercise that brings awareness and perhaps helps identify where the attendees may have gaps in their own environment.
 - Rubrik Coffee Break - Held every month, with a special guest speaker who is an expert in the subject that are being covered
 - Rubrik Live - Deep dive into Microsoft 365 workloads and Rubrik Airgap data protection



Company Name: Kopesky Enterprises Inc. DBA SureLock Technology

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

Addendum No. / Date

- 1. Addendum 1 - Extended Proposal Due Date
- 2. Addendum 2 - Questions and Answers
- 3. _____
- 4. _____
- 5. _____

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

Project Work should begin no later than April 1, 2024.

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

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Vendor’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 Vendor. In the event of the City’s termination of this agreement for convenience, the Vendor 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 Vendor, 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 Vendor. In the event of the City's termination of this Agreement for fund appropriation, the Vendor 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 Vendor, which shall itemize each element of performance.



Appendix B - Affidavit

Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for Bob Kopesky.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) I am a United States citizen

OR

2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Applicant Signature / 03/20/2024
Date

Bob Kopesky
Printed Name

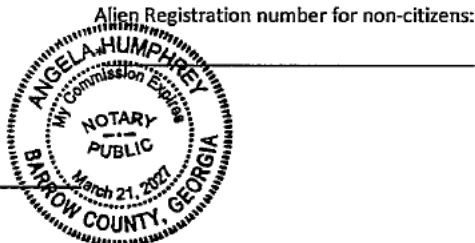
SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

20th DAY OF March, ~~2021~~2024

Notary Public

My Commission Expires: 03/21/2027



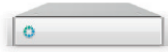
*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Rubrik Standard Flash Appliance Specifications

Rubrik Cloud Data Management Platform



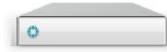
Rubrik r6304s
Small Environments



Rubrik r6404s
Growing Environments



Rubrik r6408s
Enterprise Environments



Rubrik r6410s
Large-scale Environments



Rubrik r6412s
Large-scale Environments



Rubrik r6416s
Large-scale Environments



Rubrik r6408f
Higher Security Standards

APPLIANCE SPECIFICATIONS

Model	r6304s ¹	r6404s ¹	r6408s ¹	r6410s ¹	r6412s ¹	r6416s ¹	r6408f
CPU	3 x 10-Core x86 2.2 GHz	4 x 10-Core x86 2.2 GHz	4 x 10-Core x86 2.2 GHz	4 x 10-Core x86 2.2 GHz	4 x 10-Core x86 2.2 GHz	4 x 10-Core x86 2.2 GHz	4 x 10-Core x86 2.2 GHz
Memory	192GB DDR4	256GB DDR4	384GB DDR4	384GB DDR4	384GB DDR4	384GB DDR4	384GB DDR4
Storage	9 x 4TB HDD	12 x 4TB HDD	12 x 8TB HDD	12 x 10TB HDD	12 x 12TB HDD	12 x 16TB HDD	12 x 8TB HDD ²
	3 x 400GB SSD	4 x 400GB SSD	4 x 400GB SSD	4 x 400GB SSD	4 x 400GB SSD	4 x 400GB SSD	4 x 400GB SSD ²
Network Connections	3 Dual-Port x 10GbE/25GbE (data) ³	4 Dual-Port x 10GbE/25GbE (data) ³	4 Dual-Port x 10GbE/25GbE (data) ³	4 Dual-Port x 10GbE/25GbE (data) ³	4 Dual-Port x 10GbE/25GbE (data) ³	4 Dual-Port x 10GbE/25GbE (data) ³	4 Dual-Port x 10GbE/25GbE (data) ³
	3 Dual-Port x 10GBase-T (mgmt)	4 Dual-Port x 10GBase-T (mgmt)	4 Dual-Port x 10GBase-T (mgmt)	4 Dual-Port x 10GBase-T (mgmt)	4 Dual-Port x 10GBase-T (mgmt)	4 Dual-Port x 10GBase-T (mgmt)	4 Dual-Port x 10GBase-T (mgmt)
	3 x 1GBase-T (IPMI)	4 x 1GBase-T (IPMI)	4 x 1GBase-T (IPMI)	4 x 1GBase-T (IPMI)	4 x 1GBase-T (IPMI)	4 x 1GBase-T (IPMI)	4 x 1GBase-T (IPMI)

¹Software-based encryption included, ²FIPS 140-2 Level 2 self-encrypting drive, ³Available in SFP+ 10GbE/25GbE or 10GBase-T

PHYSICAL & ENVIRONMENTAL SPECIFICATIONS

Model	r6304s	r6404s	r6408s	r6410s	r6412s	r6416s	r6408f
Dimensions	2U Rackmount Height: 3.5" (88mm) Width: 17.6" (447mm) Depth: 30.5" (775mm)						
Weight Net Weight includes HDD/SSDs. Gross Weight includes packaging and rails.	Gross Weight: 102.0 lbs (46.2 kg) Net Weight: 75.0 lbs (34.0 kg)	Gross Weight: 113.0 lbs (51.3 kg) Net Weight: 86.0 lbs (39.0 kg)	Gross Weight: 115.0 lbs (52.0 kg) Net Weight: 88.0 lbs (39.9 kg)	Gross Weight: 115.0 lbs (52.0 kg) Net Weight: 88.0 lbs (39.9 kg)	Gross Weight: 116.0 lbs (53.0 kg) Net Weight: 89.0 lbs (40.7 kg)	Gross Weight: 116.0 lbs (53.0 kg) Net Weight: 89.0 lbs (40.7 kg)	Gross Weight: 115.0 lbs (52.0 kg) Net Weight: 88.0 lbs (39.9 kg)
System Cooling	4 x 8 cm heavy duty PWM fans with optimal fan speed control						
Operating Environment	Op Temp: 10°C to 35°C (50°F to 95°F), Non-Op Temp: -40°C to 70°C (-40°F to 158°F), Op Humidity (non-condensing): 8% to 90%, Non-Op Humidity (non-condensing): 5% to 95%						
Power Supply	1200-2090W @ 100-240V / 14-9.8A, 50-60Hz Dual Supply for Redundancy/Hot-Pluggable						
Max Power Consumption	836 Watts	1023 Watts	985 Watts	985 Watts	985 Watts	985 Watts	985 Watts
Max Thermal Dissipation	2853 BTU/hour	3490 BTU/hour	3361 BTU/hour	3361 BTU/hour	3361 BTU/hour	3361 BTU/hour	3361 BTU/hour
Operating Requirements	Input Voltage: 100-240V AC auto-range, Input Frequency: 50-60Hz						

MODEL NAMING CONVENTION





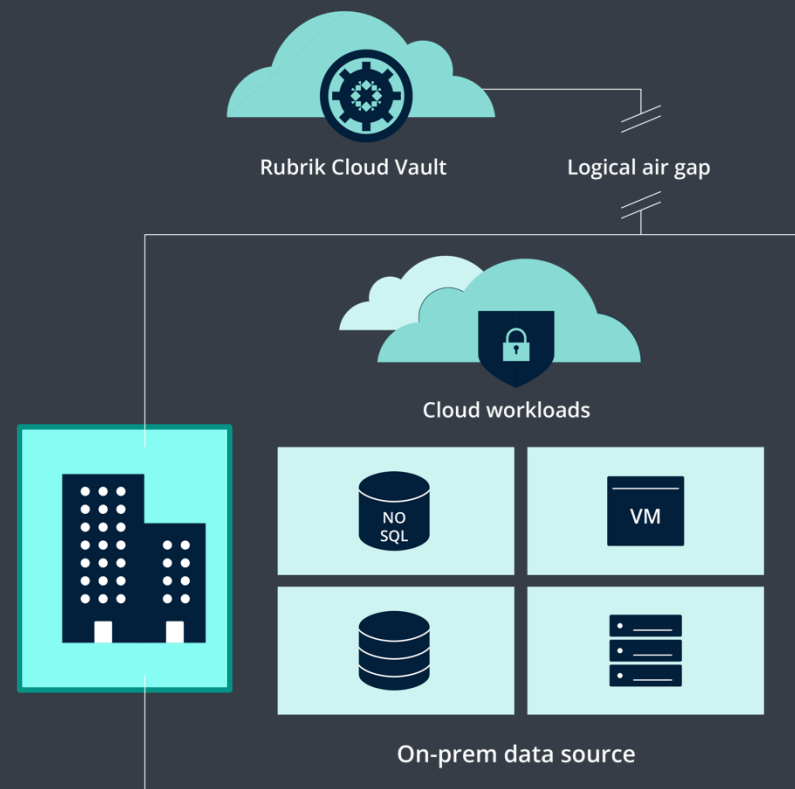
RUBRIK CLOUD VAULT

RUBRIK ZERO TRUST SECURITY FOR ISOLATED, CLOUD ARCHIVAL OF YOUR DATA

Logically air-gapped archive so you can always recover from cyber attacks

Fully-managed service reduces data risk and operational complexity

Predictable cost that includes all charges to stay within budget



Disaster recovery run book

Getting started

What is needed ahead of time!

Local Admin Accounts for servers would be needed if AD is down.

The ransomware attack has already been neutralized or contained.

Rubrik Cluster was not impacted or compromised.

NTP Servers are not compromised and are serving time as skewed NTP can affect the Rubrik cluster recovery process.

Essential services like DNS, DHCP, and AD are up and running.

A list of VMs and which Clusters and Datastores they belong to



Contacts at Team members of the organization

Authority Level 1

Authority Level 2

Contacts at Rubrik

United States 1-855-910-8820

U.S. Federal Team 1-855-267-5053 <https://support.rubrik.com/>



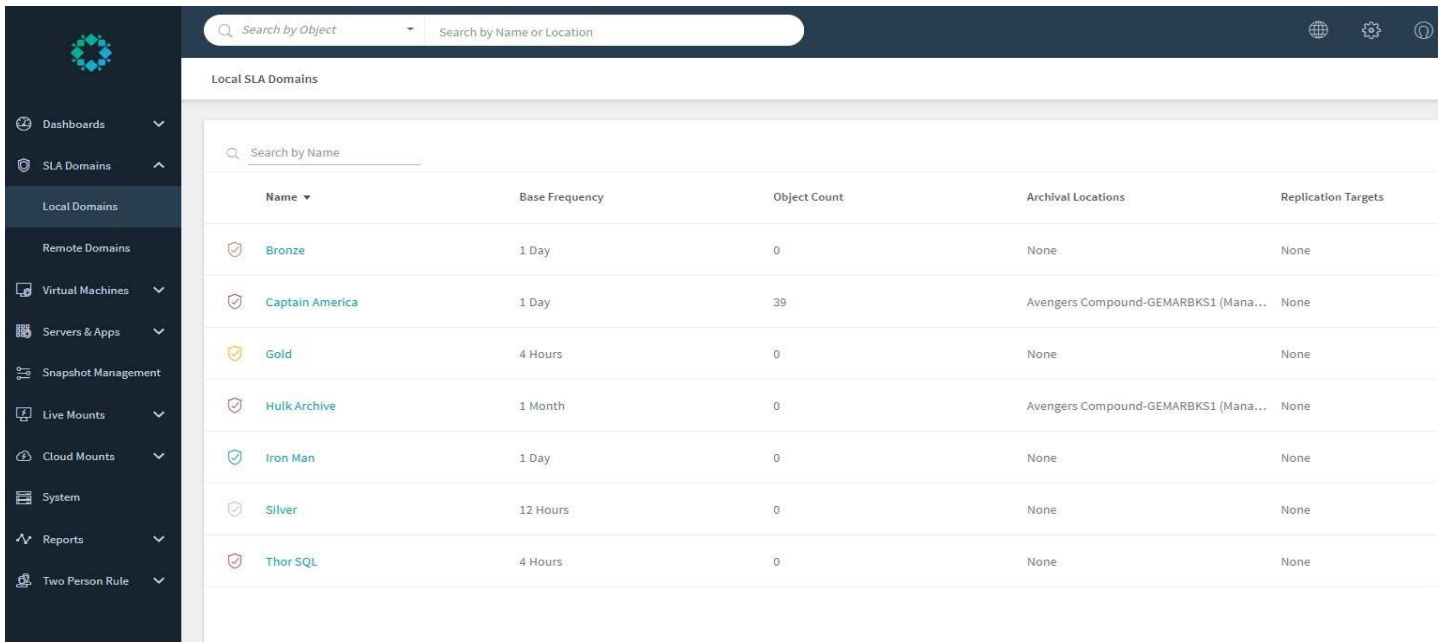
Website Recovery Pre-Requisites

Extend SLA Retention

Note: It is important to extend the retention of SLA domains to prevent expiration of snapshots before fully recovering.

Procedure

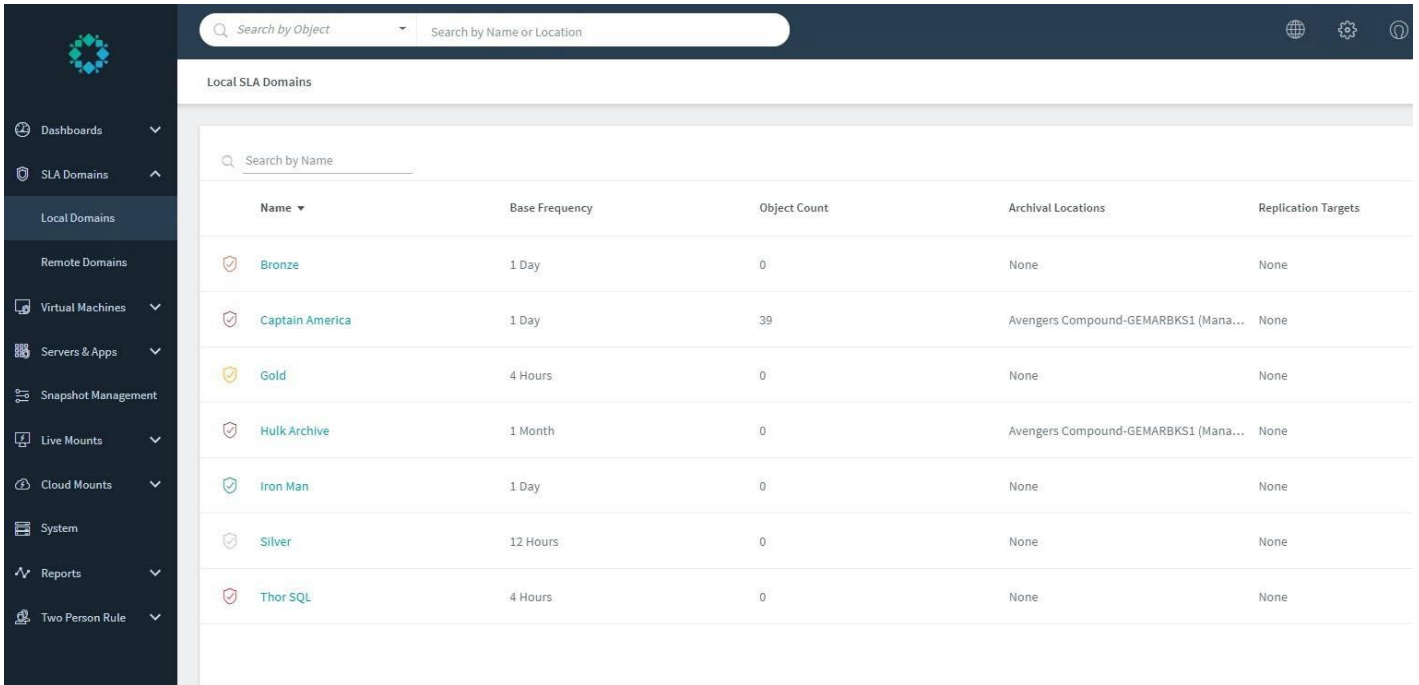
1. Log in to the Rubrik CDM web UI (using domain credentials) by going to <https://xx.xx.xxx.xx> / <https://xx.xx.xx.xx/>, <https://xx.xx.xx.xx/> or <https://xx.xx.xx.xx/>. Must be onsite or have VPN access into the domain to complete this step.
2. On the left-side menu, select SLA Domains>Local Domains. The Local SLA Domains page appears.



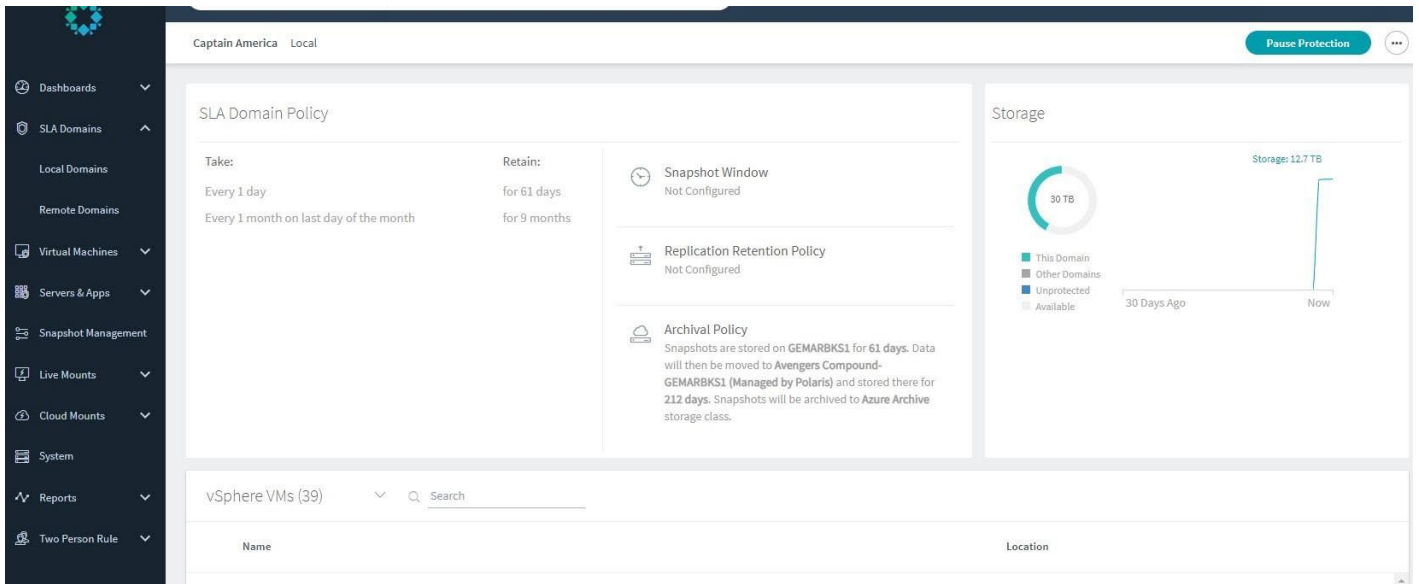
Name	Base Frequency	Object Count	Archival Locations	Replication Targets
Bronze	1 Day	0	None	None
Captain America	1 Day	39	Avengers Compound-GEMARBKS1 (Mana...	None
Gold	4 Hours	0	None	None
Hulk Archive	1 Month	0	Avengers Compound-GEMARBKS1 (Mana...	None
Iron Man	1 Day	0	None	None
Silver	12 Hours	0	None	None
Thor SQL	4 Hours	0	None	None

3. On the Local SLA Domains page, select the SLA Domain. This properties page for the selected SLA Domain appears.





4. Open the ellipsis menu and select Edit. The Edit SLA Domain wizard appears.



5. Make the changes to the SLA rules. Extend expirations as much as needed for recovery.

Edit SLA Domain Retention Lock

1 Frequency and Retention — 2 Set Archiving and Replication (Optional) — 3 Review Impact

SLA Domain Name
Captain America

Service Level Agreement
Choose how often we take snapshots and the length of time we keep them.

Advanced Frequencies

Take Snapshots:	Keep Snapshots:
Every (Hours) _____	For (Days) _____
Every (Days) 1 _____	For (Days) 61 _____
Every (Months) 1 _____	For (Months) 9 _____
Every (Years) _____	For (Years) _____

Local retention set to 61 days.

Log Backup and CDP

Continuous Data Protection

SQL Server Log Backup

Oracle Log Backup

Snapshot Window

Take snapshots from: ____ : ____ : ____ to ____ : ____ : ____

Take first full between: First Opportunity at ____ : ____ : ____

Cancel Next

6. Click Next to skip the Set Archiving and Replication page.



Edit SLA Domain Retention Lock

1 Frequency and Retention2 Set Archiving and Replication (Optional)3 Review Impact

Retention On Brik

0 61 days 9 months

Archiving

Avengers Compound-GEMARBKS1 (Managed by Polaris) Enable Instant Archive ⓘ

Azure Tiering

Default Access Tier Only Archive Access Tier Only Smart Tiering ⓘ

Tier existing snapshots ⓘ

Archiving starts after 61 days, and is retained on the archival location for 212 days. Only newly archived snapshots are immediately tiered to the Azure Archive access tier.

Cloud Cost Insights

Archival Consolidation

Good job! Archival Consolidation has no effect with Instant Tiering. Keep Archival Consolidation turned off when you are using Instant Tiering. [Learn More](#)

Replication

A replication target has not been set up yet. Please [add a replication target](#) to configure retention.

CancelBackNext

7. The Review Impact page appears.

Edit SLA Domain

✓ Frequency and Retention ——— ✓ Set Archiving and Replication (Optional) ——— 3 Review Impact

SLA Domain Name: Captain America

Apply to existing snapshots:

Include on-demand and downloaded snapshots

No change to the retention period of on-demand and downloaded snapshots for all protected objects at all locations.

Frequency and Retention

Take every	Retain for
1 day	61 days
1 month	9 months

Local Retention: 61 days

Archiving

Location	Avengers Compound-GEMARBKS1 (Managed by Polaris)
Threshold	61 days
Retention	212 days
Tiering	Archive Access Tier Only

Cancel Back Update



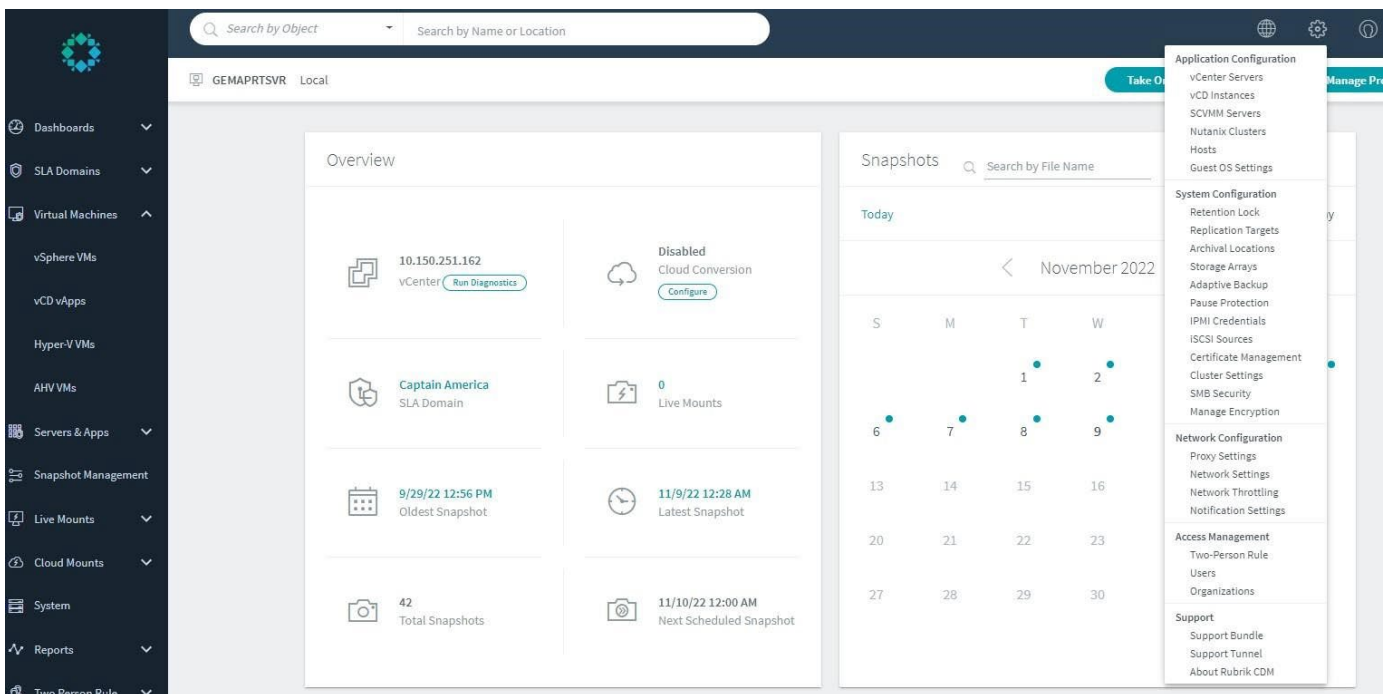
- **Click Apply to existing snapshots. The changes made to the SLA Domain are applied to the existing snapshots. The summary information describes the impact of the changes on the existing and new snapshots.**
- **Select Include on-demand and downloaded snapshots. The changes made to the SLA Domain also apply to on-demand snapshots.**

Pause Protection on the Cluster

Note: Pause Protection on the Cluster to prevent further snapshots of compromised objects and free resources to perform recovery.

The Pause Protection feature prevents scheduled backup, archival, and replication jobs from starting and requests cancellation of running backup, archival, and replication jobs.

The procedure above will free the cluster resources to begin the recovery process.

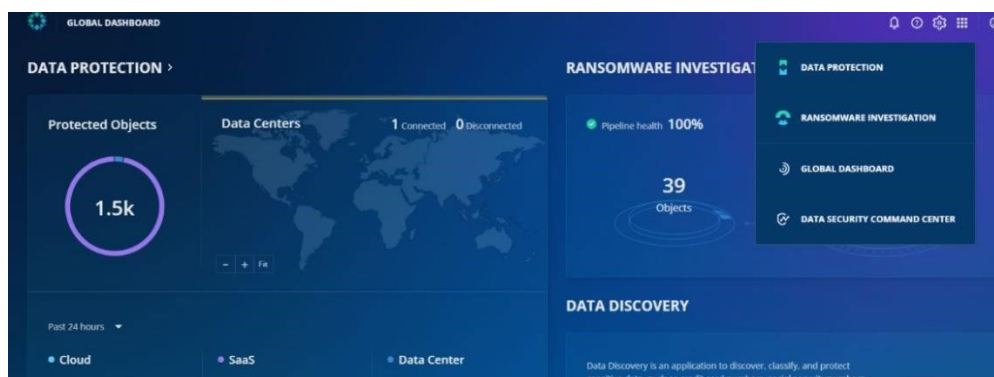


Determine Date & Time of Ransomware Event

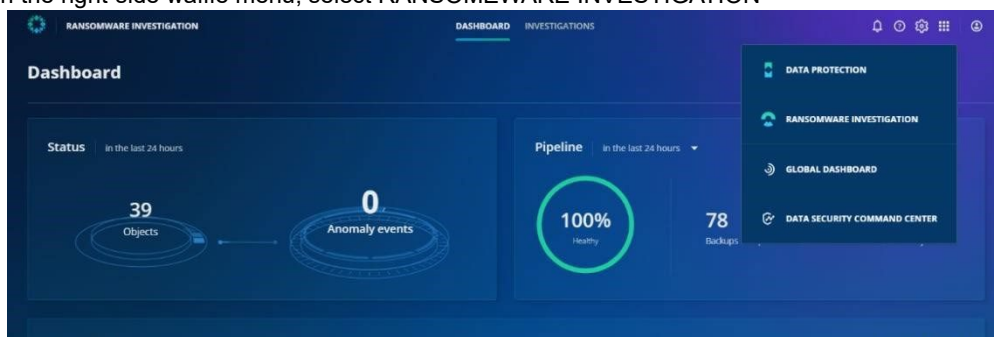
Polaris – Radar has this information under Anomaly events.

Procedure

1. Log in to the Rubrik Polaris web UI (using account credentials) by going to https://customer.my.rubrik.com/global_dashboard

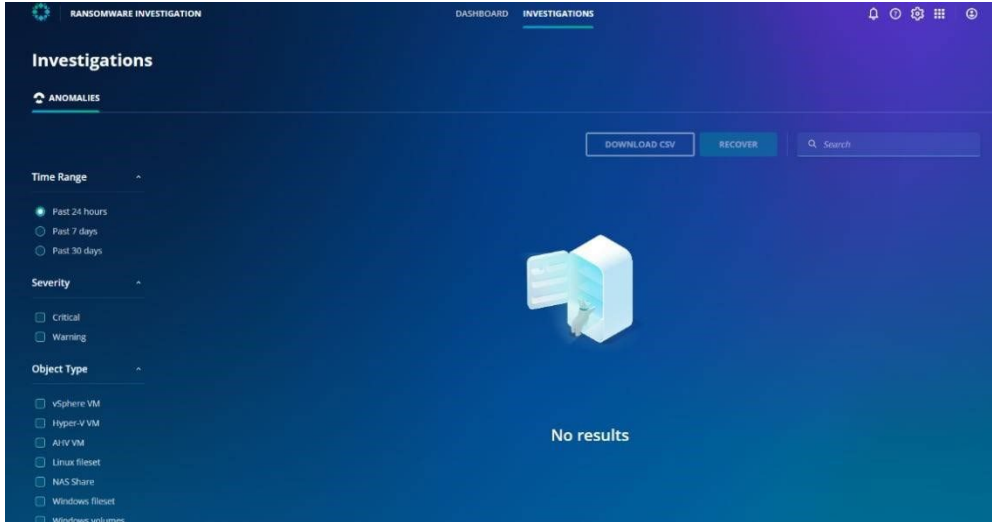


2. On the right-side waffle menu, select RANSOMEWARE INVESTIGATION



3. Click on INVESTIGATIONS to see any Anomalies. On the left there are several options to narrow down your search for the anomaly such as Time Range, Severity, Object Type, Cluster, and SLA Domain.





Review Prioritized Recovery List

Recovery of objects will need to be prioritized in a specific order to rebuild the environment properly.

Recovery Order

VMware vCenter Server Appliance

Tier 1 APP Servers
Tier 1 APP Servers
Tier 1 APP Servers
Tier 1 APP Servers
Tier 1 APP Servers
Tier 1 APP Servers
Tier 1 APP Servers
Tier 1 APP Servers
Tier 1 APP Servers
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Tier 3 APP Servers
Tier 3 APP Servers
Tier 3 APP Servers





Recovery Procedure

VM Recovery

Procedure

1. Log in to the Rubrik CDM Web UI (<https://xxx.xxx.xxx.xx>)
2. On the left side menu, click Virtual Machines > vSphere VMs. The vSphere VMs page appears with the all the virtual machines on the system displayed.
3. Click the name of the virtual machine. You can also search by name. The local host page for the selected virtual machine appears.

	Name	Location	SLA Domain	Assignment	RBS Status
<input type="checkbox"/>	ArcGIS1	10.150.251.162/GEMA-HQ/- POWERED O...	No SLA	Direct	Unregistered
<input type="checkbox"/>	ArcGIS2	10.150.251.162/GEMA-HQ/- POWERED O...	No SLA	Direct	Unregistered
<input type="checkbox"/>	ArcGISData	10.150.251.162/GEMA-HQ/- POWERED O...	No SLA	Direct	Unregistered
<input type="checkbox"/>	ArcGISGeo	10.150.251.162/GEMA-HQ/- POWERED O...	No SLA	Direct	Unregistered
<input type="checkbox"/>	ArcGISPortal	10.150.251.162/GEMA-HQ/- POWERED O...	No SLA	Direct	Unregistered
<input type="checkbox"/>	Brunswick.gemahq	10.150.251.162/GEMA-HQ/IT Managed S...	Captain America	Direct	Unregistered
<input type="checkbox"/>	Cisco FirePower	10.150.251.162/GEMA-HQ/IT Managed S...	Captain America	Direct	Unregistered
<input type="checkbox"/>	Cisco Prime Infrastructure Virtual Appli...	10.150.251.162/GEMA-HQ/IT Managed S...	Captain America	Direct	Unregistered
<input type="checkbox"/>	CiscoCDA	10.150.251.162/GEMA-HQ/IT Managed S...	Captain America	Direct	Unregistered



Search by object | Search by Name or Location

GEMA-ADSYNC Local Take On Demand Snapshot Manage Pro

Overview

- 10.150.251.162 vCenter [Run Diagnostics](#)
- Disabled Cloud Conversion [Configure](#)
- Captain America SLA Domain
- 0 Live Mounts
- 8/4/22 4:56 PM Oldest Snapshot
- 12/27/22 12:00 AM Latest Snapshot
- 65 Total Snapshots
- 12/28/22 12:00 AM Next Scheduled Snapshot

Snapshots

Search by File Name

Today Year Month Day

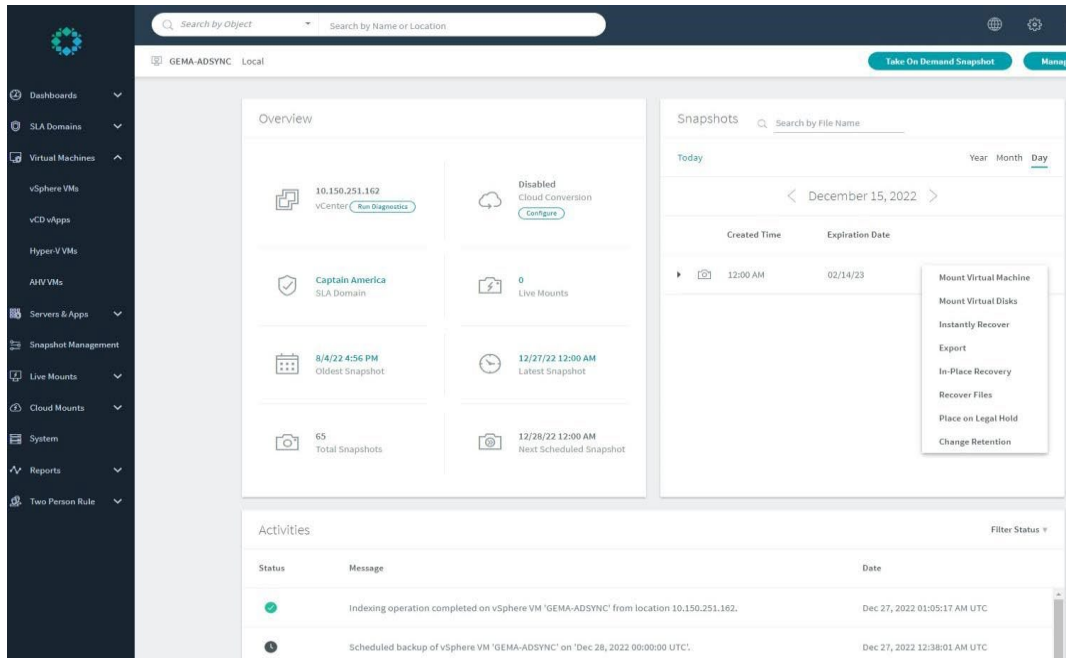
< December 15, 2022 >

Created Time	Expiration Date	
12:00 AM	02/14/23	⋮

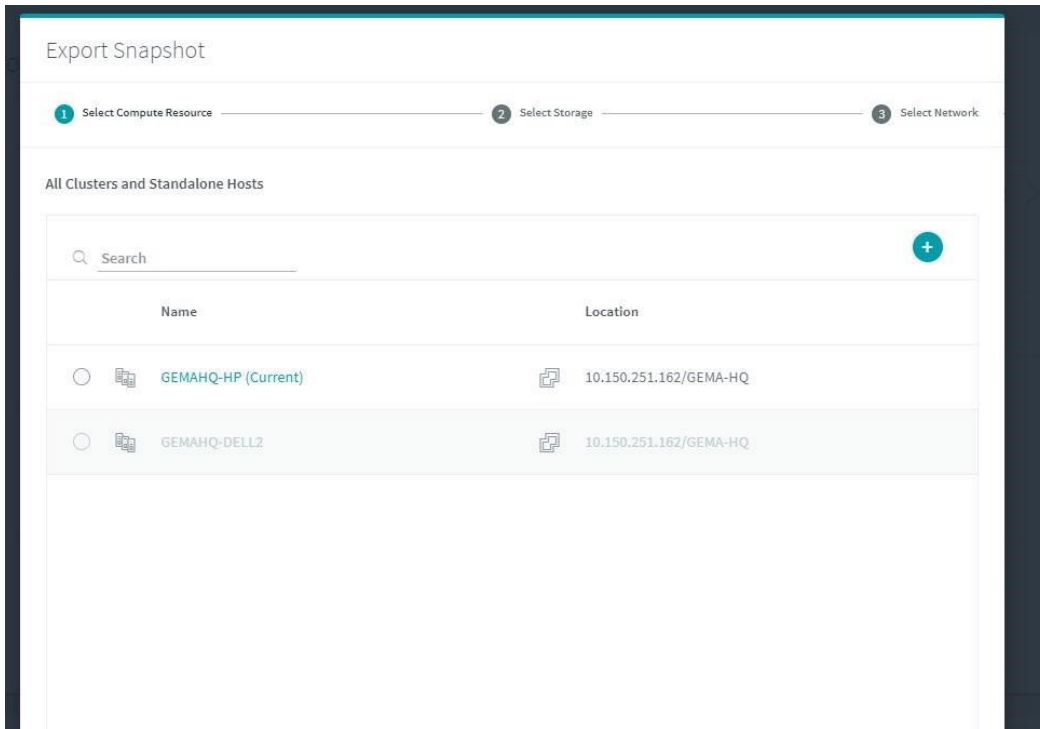
Activities Filter Status



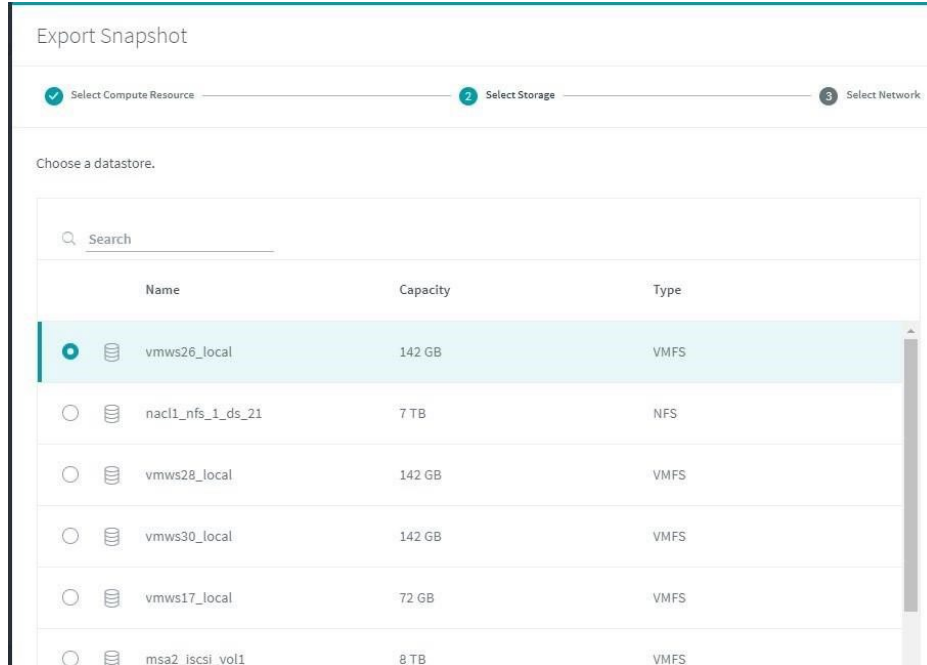
4. Use the Snapshots card to navigate to the snapshot or an archival snapshot.
5. Open the ellipsis menu for the snapshot or replica.



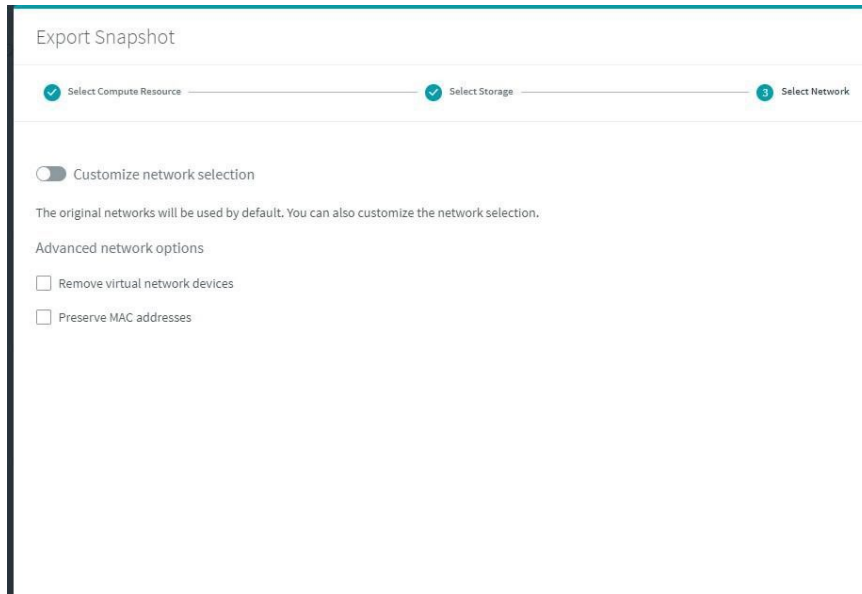
Click Export. The Export Snapshot dialog box appears with a list of the containers that are associated with each Cluster.



7. Select the correct Cluster. A list of datastores of the selected cluster appears.



- 8. In Choose a Datastore, select the datastore. Click Next.
- 9. Select Power On exported virtual machine, Click Finish.



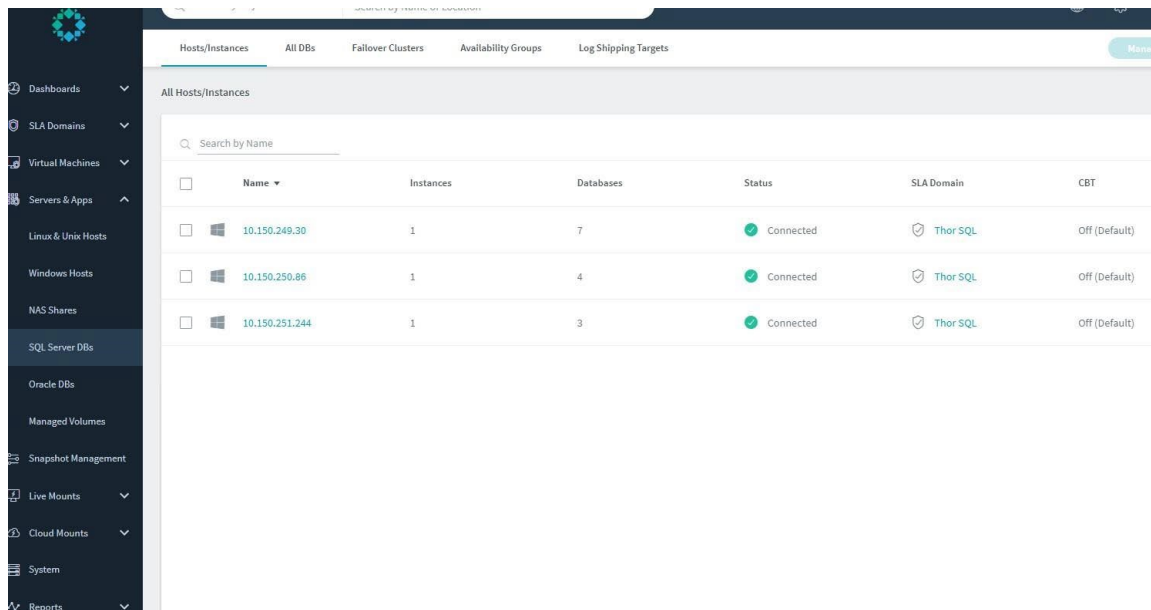
The Rubrik cluster creates a new virtual machine from the snapshot on the selected cluster, transfers the virtual machine files to the datastore, and powers up the recovered virtual machine.



SQL Database Recovery Recover

SQL VM

Before recovering SQL databases, the SQL VM hosting the databases must be recovered. Refer to the VM Recovery procedure.



<input type="checkbox"/>	Name	Instances	Databases	Status	SLA Domain	CBT
<input type="checkbox"/>	10.150.249.30	1	7	Connected	Thor SQL	Off (Default)
<input type="checkbox"/>	10.150.250.86	1	4	Connected	Thor SQL	Off (Default)
<input type="checkbox"/>	10.150.251.244	1	3	Connected	Thor SQL	Off (Default)

Recover SQL Databases

After the SQL VM has been recovered, begin recovery for the SQL Databases if necessary.

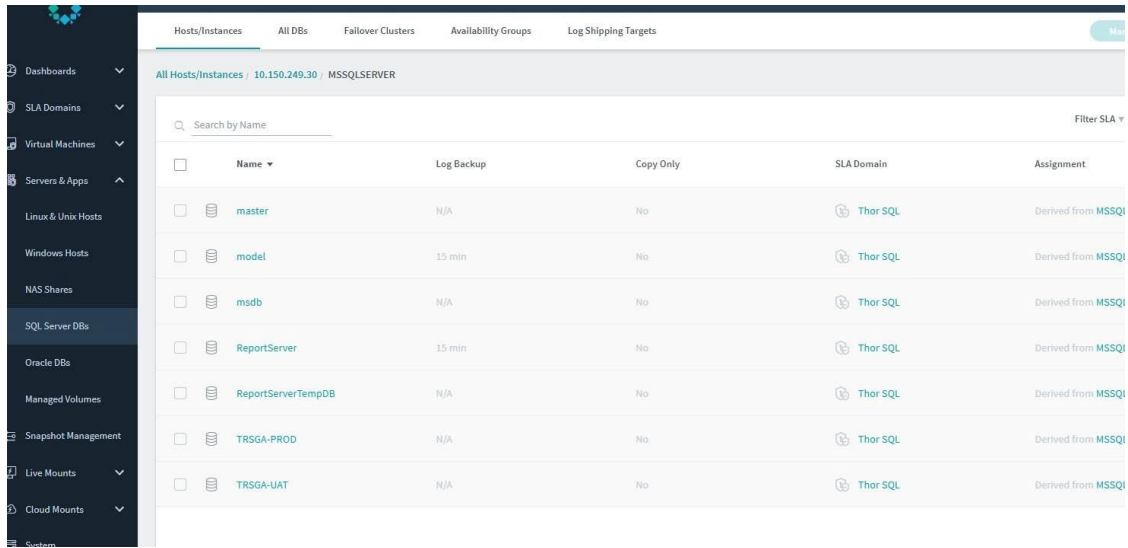
1. Log in to the Rubrik CDM Web UI (<https://xxx.xxx.xx.xx>)
2. On the left side menu, click Servers & Apps > SQL Server DBs. The Hosts/Instances tab of the SQL Server DBs page appears.
3. Click the name of the SQL host. In this example, "MSSQLSERVER" will be selected.

The screenshot displays the Rubrik console interface. On the left is a dark sidebar with a navigation menu. The main area shows the 'SQL Server DBs' section. At the top, there are tabs for 'Hosts/Instances', 'All DBs', 'Failover Clusters', 'Availability Groups', and 'Log Shipping Targets'. Below the tabs, there's a search bar labeled 'Search by Name'. A table lists the database instances:

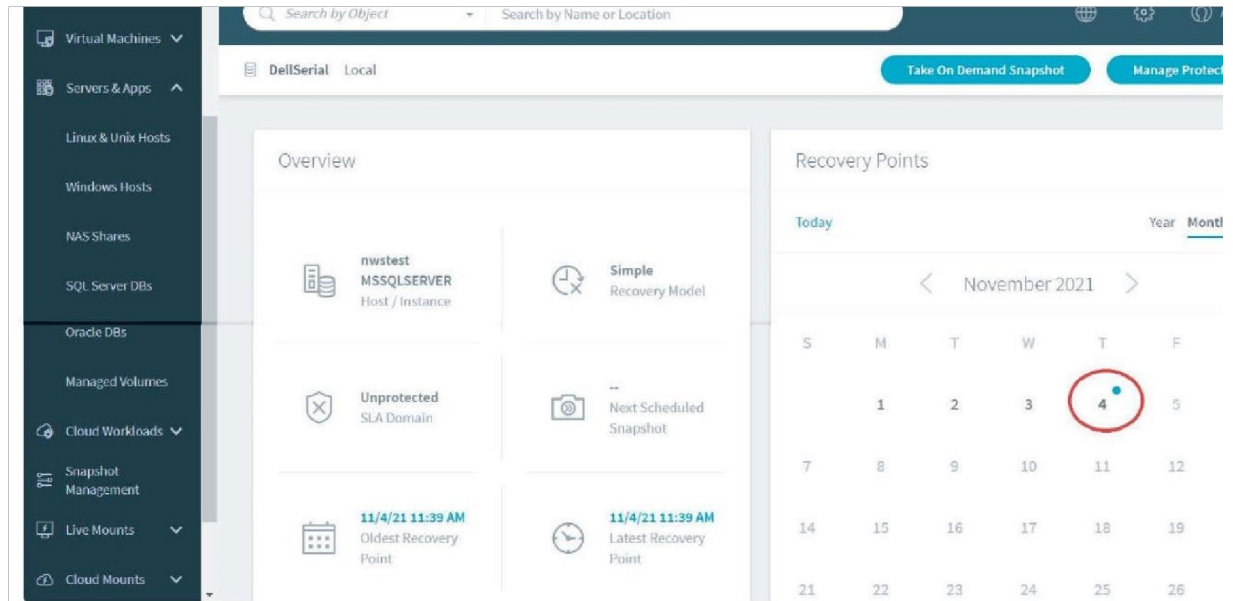
<input type="checkbox"/>	Name	Databases	SLA Domain
<input type="checkbox"/>	MSSQLSERVER	7	Thor SQL



- 4. Click the name of the SQL instance. In this example, “master” will be selected



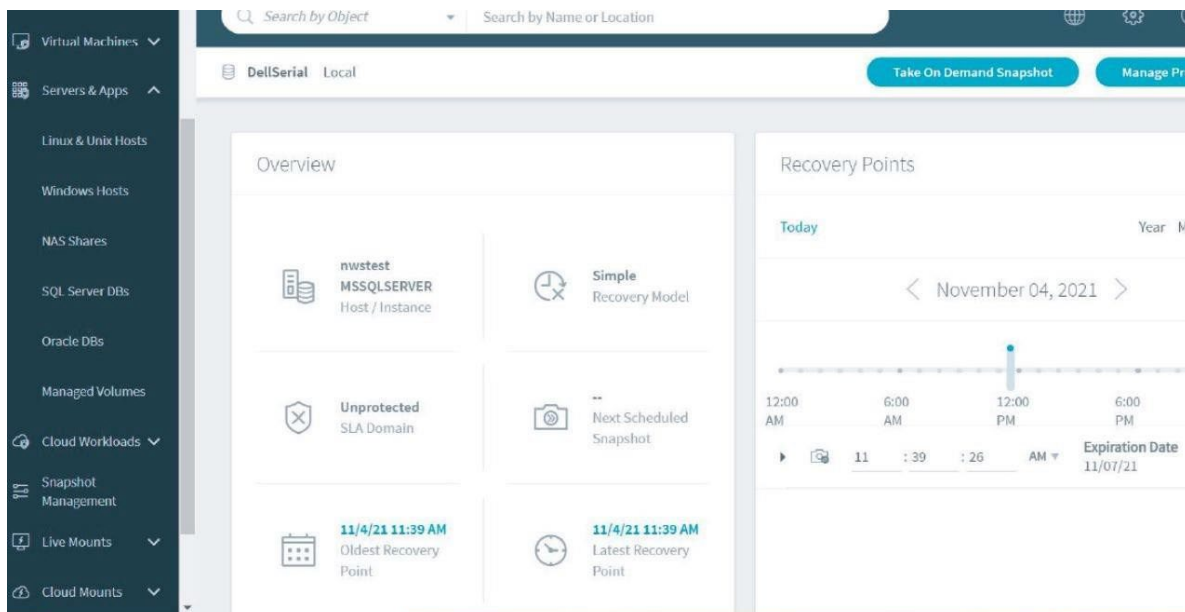
- 5. In the Name column, click the name of a database. The Local page of the database appears, with the Recovery Points card showing the month view.



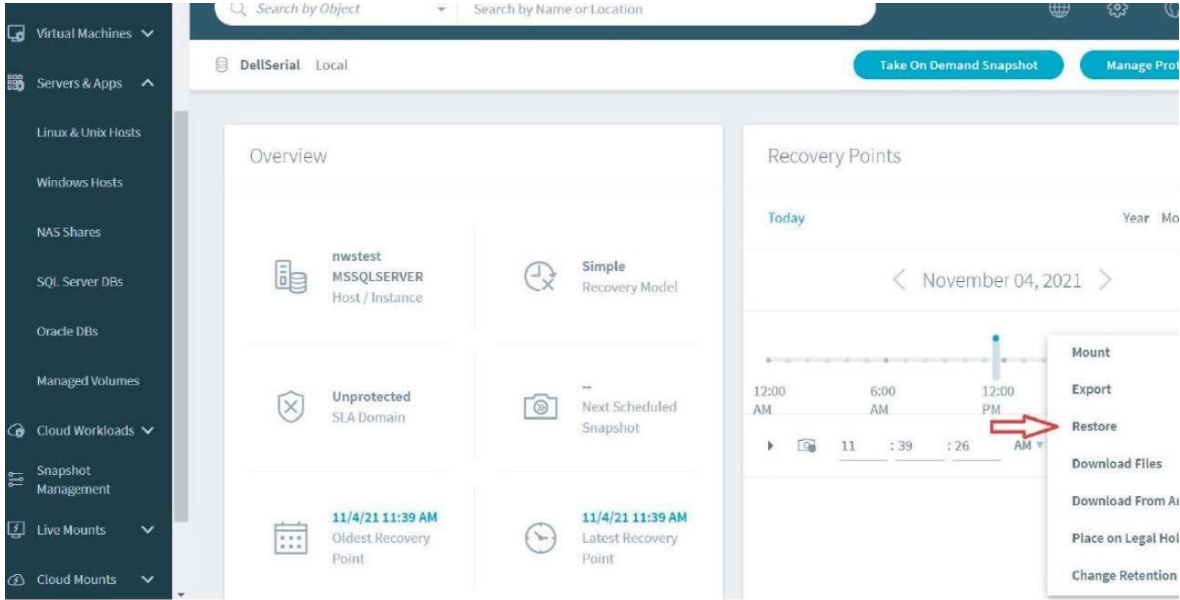
- 6. In the Recovery Points card, select a day that has a green dot. The green dot indicates that at least one successful snapshot was created that day. The Recovery Points card displays the Day view.
- 7. Move the Recovery point slider to a recovery point. To select a snapshot, move the slider to a snapshot indicator or click the snapshot indicator dot. The selected time icon changes.



8. To select a recovery point other than a snapshot time, move the slider to choose that time. The time appears in the time field and the selected time icon changes. Alternatively, type a specific time into the time field.



9. Open the ellipsis menu and select Restore. The restore option does not appear when the database is one of the system databases: master, model or msdb. The Restore Database dialog box appears.
10. Optional: Select Keep database in Restoring state. When selected, the option exports the database with the SQL Server NORECOVERY option. The NORECOVERY option prevents roll back, and allows roll forward to continue.
11. Click Restore



Active Directory Recovery

See “Surviving Active Directory Failures with Rubrik” document (Below).

Resources

White Papers

Prepare and Recover from a Ransomware Attack <https://www.rubrik.com/resources/white-papers/21/prepare-andrecover-from-a-ransomware-attack>

Surviving Active Directory Failures with Rubrik <https://www.rubrik.com/resources/white-papers/19/Surviving-ActiveDirectory-Failures-With-Rubrik>



SureLock Technology
 297 Industrial Park Dr NE, Suite A
 Lawrenceville, Georgia 30046
 United States
<https://surelocktechnology.com/>
 (P) 678-712-5346

Quotation (Open)
 Quote # : 998 1 rev of 1
 Modified Date: Mar 21, 2024 03:46 PM GMT
 Expiration Date: 04/20/2024
 Description: Rubrik Hardware and Software Solution
 QUO-18787118



Bill To
 City of Dunwoody
 4800 Ashford Dunwoody Rd
 Dunwoody, GA 30338
 United States

Ship To
 City of Dunwoody
 4800 Ashford Dunwoody Rd
 Dunwoody, GA 30338
 United States

Sales Associates
 Preparer: Romero, Samuel
 E-mail: sromero@surelocktechnology.com
 Phone: 6787125346 ext. 113
 Account Manager: Romero, Samuel
 E-mail: sromero@surelocktechnology.com

#	Description	Part #	Qty	Unit Price	Total
Rubrik Software					
1	Rubrik Enterprise Edition Subscription license (3 years) + Premium Support - 1 Backend Terabyte Note: Associated HW: RHA-6408S-01; 36 month support term billed upfront	RS-BT-EE- PE-PP	60	\$1,040.00	\$62,400.00
2	Rubrik Premium Support Extended service agreement - parts - 1 month - shipment - response time: same business day (next business day for requests after 3:00 p.m.) - for Rubrik R6000 Note: Associated HW: RHA-6408S-01; 36 month support term billed upfront	RS-HW-SVC- PE-S2	1	\$9,470.00	\$9,470.00
3	PROFESSIONAL SVCS ONSITE INSTALLATION	RA-PS-INST- ONST	1	\$7,970.00	\$7,970.00
4	PRO SERV REMOTE CONSULT SERV/DA Y USE W/IN 6 MS OF PURCHASE PP	RA-PS-CON- RMOT	2	\$2,980.00	\$5,960.00
5	"PUBLIC 4DAY INTRODUCTION TO CLAS SC VIRTUAL BOOTCAMP IS 3000/PERSON Product stocked by manufacturer. Delivery times vary. Country of Origin: N/A Weight: Dim Weight: "	RA-TRN- VTL-PP	2	\$3,750.00	\$7,500.00
6	CV BACKUP /BETB PREMIUM SUP CKUP /BETB PREMIUM SUP PREPAY 12 month support term billed upfront; Storage Details:Standard - Zone 1	RS-BT-CVB- PE-PP	200	\$0.00	\$0.00
Rubrik Hardware					
7	\$15 DIRECT SHIP FEE WAIVED TO PARTER	MC000H-R	1	\$0.00	\$0.00
8	R6408S APPLIANCE 96TB 96GB SFP+PERP SMC Note: "Associated SW Support RS-BT-EE-PE-PP RS-HW-SVC-PE-S2 "	RHA-6408S- 01	1	\$24,000.00	\$24,000.00
9	FIBER OPTIC OM3 LC CALBE 3M 4PK SMC	RCA-F3M- CBL-01	2	\$75.00	\$150.00
10	SM 10G/1G DUAL RATE SFP+ TRANSCEIVER 4 PACK	RCA-SFP- TSR-01	2	\$440.00	\$880.00

Subtotal: \$118,330.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
 Misc: \$0.00
Total: \$118,330.00

Disclaimer: ♦ SureLock Technology resells products from numerous manufactures. ♦ It is common industry practice for manufacturers to offer incentives and rebates for product sales. ♦ This quote may contain products or services subject to such incentives. ♦ No representation or warranty to the contrary is made. ♦ SureLock Technology passed through to the buyer the terms and conditions of the original equipment manufacturers product, software licenses and warranties. ♦ Any exceptions must be negotiated directly with the original equipment manufacturer.

Appendix C –Cost Table

Submitted by (COMPANY) Kopesky Enterprises Inc. DBA SureLock Technology

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

One (1) original printed and signed copy and one (1) searchable electronic PDF shall be submitted in a separate sealed envelope before the required deadline.

The Bidder, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

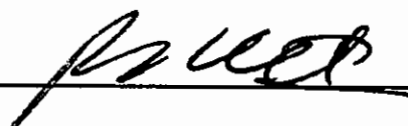
Item 1. Cost for all One-Time Charges:

\$ 118,330

Item 2. Total Maintenance Cost and Fees for 12 months:

\$ 11,575

Total Price (Sum of Item 1 and Item 2) \$ 129,905

Representative Signature 

Date 03/20/2024

Printed Name and Title Bob Kopesky, President / CEO

Telephone Number 678-712-5346

Email Address bkopesky@surelocktechnology.com



RFP 24-01

Submitted by (COMPANY) Kopesky Enterprises, Inc DBA SureLock Technology

Cost Table

One-Time Charges/Fees

Equipment, Implementation, Support, Training, etc.	Est. Hours	Cost	Details
<i>Phase 1 Planning</i>	8	\$2,000	Assessment, Developing New Strategy
<i>Phase 2 Procurement</i>	2	\$118,330	Hardware, Software, Support (3yr support on hardware)
<i>Phase 3 Implementation</i>	24	\$3,800	Configuration and Testing
<i>Phase 4 Ongoing Management</i>	36	\$5,725	1yr Management (includes up to 1 incident)
			*Additional incidents many require a change order

Annual Recurring Charges

Title	#	Rate	Total Cost	Details
Cloud Vault Renewal			\$48,000	Software Licensing
Ongoing Management			\$5,725	Status meetings, reporting, and management

EXHIBIT "B"

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____,

_____ and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 policy limit
Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Blanket Contractual Liability
- (c) I Blanket "X", "C", and "U"
- (d) Products/Completed Operations Insurance
- (e) Broad Form Property Damage
- (f) Personal Injury Coverage

3. Automobile Liability

- (a) \$ 500,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

- (a) \$1,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as

respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

*Affidavit Verifying Status
For City Public Benefit Application*

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

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 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.

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

Printed Name of Applicant

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

NOTARY PUBLIC
My Commission Expires:

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: _____