



Municipal Government Services Procurement '7 cbfUM



Planning & Zoning
Permitting & Inspections

RFP 11-02

CONSULTANT CONTRACT
RFP 11-02 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT
SUB-SECTIONS 2.1, 2.4 and 2.6 PLANNING & ZONING, BUILDING PERMITS & INSPECTIONS

This **CONTRACT** made and entered into this 25th day of July, 2011 by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the City), and Jacobs Engineering Group, Inc. (Party of the Second Part, hereinafter called the Consultant).

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

1. TERM:

This contract shall commence January 1, 2012 (transitional requirements excluded.) This contract shall be for a multi-year contract period ending no later than December 31, 2015. The initial term of this Agreement shall be through December 31, 2012. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for two (2) additional twelve-month terms. This Agreement may be renewed for a 3rd additional twelve-month term based upon the terms of this Agreement without the necessity of a new Request for Proposal upon prior approval by the Dunwoody City Council.

2. ATTACHMENTS:

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

3. PERFORMANCE:

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid Proposal. This contract is for the performance of Sub-Section 2.1, 2.4 and 2.6 (Planning & Zoning and Building Permits & Inspections) of the RFP and all relevant and related items in Exhibit A.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Consultant for the actual quantity of work performed. The fees for the work to be performed under this Contract are detailed in Exhibit A. The City agrees to pay the Consultant following receipt by the City of a detailed invoice, reflecting the actual work performed by the Consultant.

5. INDEMNIFICATION AND HOLD HARMLESS:

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

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

6. TERMINATION FOR CAUSE:

The CITY may terminate this Contract for cause upon thirty (30) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the CITY's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. ASSIGNMENT:

The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

10. WAIVER:

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

11. SEVERABILITY:

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

12. GOVERNING LAW:

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

13. MERGER CLAUSE:

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

14. TRAVEL COST REIMBURSEMENT

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

15. OWNERSHIP OF INTELLECTUAL PROPERTY

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

(Signature Next Page)

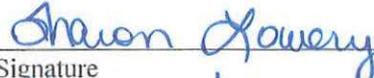
DUNWOODY, GEORGIA

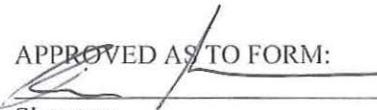
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

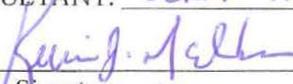
DUNWOODY, GEORGIA

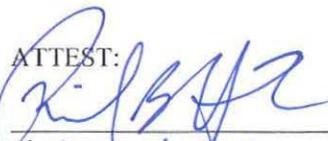
By: 
Ken Wright, Mayor
City of Dunwoody, GA

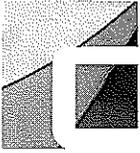
ATTEST:


Signature
Sharon Lowery
Print Name
City Clerk

APPROVED AS TO FORM: 
Signature
Dunwoody Staff Attorney

CONSULTANT: CLARK PATTERSON LEE
BY: 
Signature
Kevin J. McOMBER
Print Name
SENIOR VICE PRESIDENT
Title

ATTEST: 
Signature
Richard B. Henry III
Print Name
Corporate Secretary
(Seal)



August 3, 2011

Mr. Warren Hutmacher, City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

Re: Municipal Government Services Procurement - RFP Number 11-02
Negotiations Summary for Planning & Zoning and Permitting & Inspections Agreement

Dear Mr. Hutmacher:

We appreciate the City's confidence in Clark Patterson Lee (CPL) and the Award of a Contract to provide Planning & Zoning and Permitting & Inspections services beginning January 1, 2012. This document shall serve as a summary of the amendments to our technical proposal that makes minor adjustments to the scope of work and corresponding cost proposal.

Planning, Zoning, Permitting and Inspections Software – For the past 2 ½ years and as part of our 5/23/11 proposal going forward, we included the cost of Planning, Zoning, Permitting and Inspections Software in our agreement. Currently, we are utilizing a program known as GovPartner. This modification would remove the cost of the services provided by GovPartner from our contract beginning January 1, 2012. It is anticipated that we will work with the City to evaluate and compare this product with comparable market products to ensure that the City purchases and utilizes an appropriate and cost effective software package for our future use.

Vehicles – Our 5/23/11 proposal included 4 vehicles for the services we would provide, including the cost of the vehicles, gas, maintenance and insurance. This modification would reduce the same level of service from 4 vehicles to 2 vehicles. It is expected that these 2 vehicles could be turned over to the City at the end of a 4-year service period at no cost to the City. It is also understood that there would be no expectation for Clark Patterson Lee (CPL) to replace these vehicles during the same 4-year period, provided that they remain in good appearance and operating condition (per reasonable determination of the City Manager). If the contract is terminated (with 90 days written notice) with CPL (with or without cause) prior to the end of the 4-year period, the vehicles would be available to the City at fair market value.

Geographical Information Systems (GIS) – We have established a staffing level of 1.0 FTE, which is in keeping with the request for proposals and is a 100% increase over our current staffing level for GIS. This full time employee would be on-site at City Hall and available to assist all City Departments. Scheduling of the workload should be sufficient to meet the needs of the City and we still have 5 hours/week of Steve Pohlman's time in our budget for highly technical issues. We understand that on occasion, there may be a need for Special GIS projects beyond the time available by our staff member. While we will make all efforts to avoid any additional costs, special GIS project efforts could be paid for by the City utilizing our back of office staff, our sub-consultant (TerraMark) and/or any other mutually agreeable method that is approved in advance by the City Manager (in writing).

Code Compliance – The basic code compliance services remain a part of this scope of work. The supplemental code compliance services also remain a part of our scope of work and are included in our agreement. We understand that the supplemental work will remain as an optional \$65,000 per year service that could be removed with 90 days prior written notice.

Permits and Inspections – although we discussed a variety of options, this amendment has settled on a 70% (CPL) / 30% (City) ratio for sharing permit revenue. This adjustment from our current 80/20 ratio will provide the City with an additional \$200,000 of revenue over the next 4-year period (estimated using \$500,000 of annual permit revenue). An annual projection for permit revenue (currently \$500,000) will be used for monthly invoicing. An annual audit will provide for any adjustments that are necessary. Actual permit revenue that is less than the annual projection will result in CPL reimbursing the City for an overpayment. Actual permit revenue that is greater than the annual projection will result in CPL being compensated for the additional work using the same 70/30 ratio.

General – To simplify the overall administration of the contract, we have calculated a fee that will remain constant for the duration of the agreement.

Beyond the previously calculated savings for a multi-contract award, the modifications described above and on the previous page will reduce the cost of our services to the City of Dunwoody by an additional \$196,000 over the term of the 4-year agreement. Our revised fee proposal for Alternative Option One is as follows:

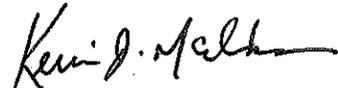
Fees for the modified Alternative Option One – Service Areas Included Planning & Zoning and Permits & Inspections

2012 -	\$ 1,502,000.
2013 -	\$ 1,502,000.
2014 -	\$ 1,502,000.
2015 -	<u>\$ 1,502,000.</u>
2012 – 2015	\$ 6,008,000.

Thank you again for working with us, as we look forward to the years ahead.

Very truly yours,

CLARK PATTERSON LEE



Kevin J. McOmber, P.E.
Senior Vice President



July 14, 2011

Mr. Warren Hutmacher, City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

Re: Municipal Government Services Procurement - RFP Number 11-02
Negotiations Summary

Dear Mr. Hutmacher:

We appreciate the time that Chris Pike, Sharon Lowery and you have spent working with us to negotiate a final agreement that is tailored to the City's needs. This document shall serve as a summary of the amendments to our technical proposal that makes minor adjustments to the scope of work and corresponding cost proposal.

Planning, Zoning, Permitting and Inspections Software – For the past 2 ½ years and as part of our 5/23/11 proposal going forward, we included the cost of Planning, Zoning, Permitting and Inspections Software in our agreement. Currently, we are utilizing a program known as GovPartner. This modification would remove the cost of the services provided by GovPartner from our contract beginning January 1, 2012. It is anticipated that we will work with the City to evaluate and compare this product with comparable market products to ensure that the City purchases and utilizes an appropriate and cost effective software package for our future use.

Vehicles – Our 5/23/11 proposal included 6 vehicles for the services we would provide, including the cost of the vehicles, gas, maintenance and insurance. This modification would reduce the same level of service from 6 vehicles to 4 vehicles. These trucks would be shared by the departments we staff. It is expected that these vehicles could be turned over to the City at the end of a 4-year service period at no cost to the City. It is also understood that there would be no expectation for Clark Patterson Lee (CPL) to replace these vehicles during the same 4-year period, provided that they remain in good appearance and operating condition (per reasonable determination of the City Manager). If the contract is terminated (with 90 days written notice) with CPL (with or without cause) prior to the end of the 4-year period, the vehicles would be available to the City at fair market value. As you are planning to take possession of two trucks from the current Public Works vendor at year end, we have further reduced our costs in this area by removing the acquisition costs for two of the remaining 4 trucks, but keeping the costs for gas, maintenance and insurance for all 4 vehicles. We could lease the vehicles from the City for \$1/year and then insure them under our current CPL policy, which is the method used for the current costing structure.

Geographical Information Systems (GIS) – We have reduced the staffing level of this role from 1.5 Full Time Equivalents (FTE) to 1.0 FTE, which is more in keeping with the request for proposals and is a 100% increase over our current staffing level for GIS. This full time employee would be on-site at City Hall and available to assist all City Departments. Scheduling of the workload should be sufficient to meet the needs of the City and we still have 5 hours/week of Steve Pohlman's time in our budget for highly technical issues. We understand that on occasion, there may be a need for Special GIS projects beyond the time available by our staff member. While we will make all efforts to avoid any additional costs, special GIS project efforts could be paid for by the City utilizing our back of office staff, our sub-consultant (TerraMark) and/or any other mutually agreeable method that is approved in advance by the City Manager (in writing).



Code Compliance – The basic code compliance services remain a part of this scope of work. The supplemental code compliance services also remain a part of our scope of work and are included in our agreement. We understand that the supplemental work will remain as an optional \$65,000 per year service that could be removed with 90 days prior written notice.

Parks and Recreation – We recommend that the Parks and Recreation Department remain a division within the Public Works Department and that the administrative and contract administrator staff be a shared resource between these groups. If a future bond referendum is passed that involves a parks capital improvement program and/or a property acquisition program, the City could negotiate a supplemental agreement with Clark Patterson Lee to manage the additional work (using staff approved by the City Manager).

Permits and Inspections – although we discussed a variety of options, this amendment has settled on a 70% (CPL) / 30% (City) ratio for sharing permit revenue. This adjustment from our current 80/20 ratio will provide the City with an additional \$200,000 of revenue over the next 4-year period (estimated using \$500,000 of annual permit revenue). An annual projection for permit revenue (currently \$500,000) will be used for monthly invoicing. An annual audit will provide for any adjustments that are necessary. Actual permit revenue that is less than the annual projection will result in CPL reimbursing the City for an overpayment. Actual permit revenue that is greater than the annual projection will result in CPL being compensated for the additional work using the same 70/30 ratio.

General – Our initial cost proposal provided for an annual fee adjustment of approximately 2.5% per year. This has been reduced to approximately 2% per year.

The modifications described above and on the previous page will reduce the cost of our services to the City of Dunwoody by \$314,400 over the term of the 4-year agreement. Our revised fee proposal for Alternative Option Three is as follows:

Fees for the modified Alternative Option Three – Service Areas Included Public Works, Planning & Zoning, Building Permits & Inspections and Parks & Recreation

2012 -	\$ 2,020,000.
2013 -	\$ 2,060,400.
2014 -	\$ 2,101,600.
2015 -	<u>\$ 2,143,600.</u>
2012 – 2015	\$ 8,325,600.

Thank you again for working with us, as we remain highly committed to providing the same quality services that you have come to know and expect from our firm. We value the partnership we have with the City of Dunwoody and look forward to the years ahead.

Very truly yours,

CLARK PATTERSON LEE

Kevin J. McOmber, P.E.
Senior Vice President



June 23, 2011

Mr. Warren Hutmacher, City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

Re: Municipal Government Services Procurement - RFP Number 11-02

Dear Mr. Hutmacher:

We have received your 6/20/2011 letter and appreciate the opportunity to submit an amendment to our original Municipal Government Services proposal. There were a few topics identified during our interviews that we would like to elaborate on here.

Innovation – We pledge to bring innovative ideas to the City of Dunwoody. In addition to the privatized services that we provide, Clark Patterson Lee (CPL) completes numerous design projects every year for a long list of satisfied clients. It is through these efforts that we are constantly evaluating new products and ideas that enter the marketplace. CPL employees Scott Gordon and Tim Pulver designed the first LEED certified City Hall in the State of Georgia. This not only identifies a commitment to innovation, but also our desire to promote sustainable practices for economic efficiency and minimal ecological impacts.

Responsiveness – Communication and establishing expectations are both critical aspects that enable us to be very responsive. We emphasize the importance of having a positive “can-do” attitude with all staff members and we look to exceed expectations at all times. Our institutional knowledge will also serve as a strong foundation moving forward.

Depth of Organization – The resources available to the City of Dunwoody go beyond those that are proposed to sit at City Hall. Our additional “back office” staff includes a variety of experts in Planning, GIS, Engineering, Architecture, Program Management and Construction Services.

Commitment - We hope that you can see our passion and desire for providing the municipal government services to the City of Dunwoody. We are fully committed to you and all the City Departments that we will interact with.

We are confident in our ability to provide you with high quality services and look forward to our continued partnership with the City of Dunwoody.

Very truly yours,

CLARK PATTERSON LEE

Kevin J. McOmbler, P.E.
Senior Vice President



TECHNICAL PROPOSAL

Mr. Chris Pike, Director of Finance
City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, GA 30346

RFP 11-02
Municipal Government
Services Procurement

May 23, 2011



Clark Patterson Lee

Table of Contents

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Section I ~ Letter of Transmittal

Section II ~ Corporate Background and Qualifications

Section III ~ Response to Scope of Work

2.2 Public Works

2.4 Planning and Zoning

2.6 Building Permits and Inspections

2.7 Parks and Recreation

Section IV ~ Proposed Personnel

2.2 Public Works

2.4 Planning and Zoning

2.6 Building Permits and Inspections

2.7 Parks and Recreation

Section V ~ References

Section VI ~ Required Documents

Section VII ~ Appendices





Section I ~ Letter of Transmittal





May 23, 2011

Mr. Chris Pike, Director of Finance
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Re: RFP 11-02 – Municipal Government Services Procurement

Dear Mr. Pike:

Clark Patterson Lee (CPL) is pleased to submit our response for the referenced procurement. As you know, we have had the privilege of serving the Mayor, City Council, City Manager, fellow co-workers and constituents of the City of Dunwoody for nearly 2½ years. It has been a rewarding experience and as a City, we have collectively completed an incredible array of accomplishments during this short period of time. This is an exciting time in the history of Dunwoody, as we look to utilize what we have observed since the City's inception to tailor our recommendations for staffing several departments. With the goal of delivering high quality services in a cost efficient manner, we have diligently studied ways to do more with less. As such, we have expanded our team of professionals and are providing a response for the following service areas:

- 2.2 Public Works
- 2.4 Planning and Zoning
- 2.6 Building Permits and Inspections
- 2.7 Parks and Recreation

You may reach me using any of the following contacts:

kmcomber@clarkpatterson.com; (770) 831-9000 ext. 3010 (office);
(678) 318-1069 office direct; (770) 861-2896 mobile; (770) 831-9243 fax

We are confident in our ability to provide these services and will not withdraw this proposal for a period of one hundred and eighty (180) days after the time and date of the proposal opening. We appreciate the opportunity to present you with our credentials and look forward to serving Dunwoody in the coming years.

Very truly yours,
Clark Patterson Lee

Kevin J. McOmber, P.E.
Senior Vice President



Section II ~ Corporate Background and Qualifications



CITY OF DUNWOODY MUNICIPAL GOVERNMENT SERVICES

Corporate Background & Qualifications

2

Clark
Patterson
Lee

By The Numbers

208

Individuals

25

Licensed Architects

34

Licensed Engineers

3

Interior Designers, CID

2

Certified Geologists, CPG

3

Planners, AICP

28

LEED Accredited
Professionals

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

Clark Patterson Lee (CPL) is a full-service consulting firm with over 35 years of proven Planning, Engineering and Architecture experience with a strong focus on responsive client services and delivering quality products. During our 35 years in business, we have grown in size from a small civil engineering firm of a half a dozen employees to a multi-disciplinary firm of over two hundred professionals in four states, Georgia, New York, South Carolina and North Carolina. Our staff of dedicated engineers, architects, planners and technicians are committed to providing quality services to a diverse range of public clients. Our most relevant project history focuses on work generated from State, County and City clients. From your first encounter with members of our staff, you will realize that we do things differently at Clark Patterson Lee. Our firm stands apart in our dedication to a “client centered” philosophy of service that is based on:

Our belief in full service ~ In developing our business, we made a conscious decision to establish a highly collaborative and multi-disciplined staff, capable of solving every challenge encountered. Today, this staff includes over 200 professionals with expertise in varied project scales, numerous project types and multiple disciplines.

Our belief in personal attention and in principal participation ~ The Principals/ Owners of our firm understand the need to be accessible to their clients and place particular emphasis on the formation and fostering of long term client relationships. Project management and leadership for the duration of your project at this level of ownership underscore this philosophy.

CPL has been an industry leader in Georgia for over 15 years. The reason for this success is our single-minded approach in placing quality above all else. We have managed major multi-disciplinary projects aggressively, and this has led to a reputation for meeting budget and schedule commitments. Our experience in providing services under Demand Services agreements for capital improvement programs, such as those described in our relevant experience, has been consistently positive, resulting in solid client references. We have demonstrated our ability to complete our assignments on time and under budget over and over again with minimal client oversight.



Corporate Background & Qualifications



MUNICIPAL LEADERSHIP

Clark Patterson Lee is a leader in the delivery of privatized services to municipalities and our portfolio continues to grow with each passing year. With experience from both sides of the fence, Clark Patterson Lee offers the City of Dunwoody the experience and expertise from multiple perspectives necessary to deliver success. Leadership, innovation, support and service in planning, engineering and design for municipalities is a cornerstone of the Clark Patterson Lee practice.

If you live, work, or play in the eastern United States, chances are, you have experienced a Clark Patterson Lee led project. Any number of the parks, roadways, bridges, water systems, parking garages, restaurants, hospitals, elementary schools, retail centers, city halls, university campuses, police and courts buildings and even your favorite museum could be the result of the leadership of the Clark Patterson Lee team. Through our network of over 200 professionals in more than a dozen offices, our diverse and dedicated team of professionals can literally create entire cities from the earliest planning stages through final construction.

ACCOUNTABILITY

Every Clark Patterson Lee project is personally directed by a principal/owner of our firm. Kevin McOmber, a CPL Board member and 22 year veteran with the firm, will provide this leadership for all team members throughout the life of the contract to ensure continuity, meaningful collaboration and clear communication. With their professional reputation and personal integrity on the line, our principals have genuine ownership in the success of every project. Teamwork and communication are critical attributes that we bring to every community that we serve. We intend to exceed your expectations in all areas of services that we provide to the City of Dunwoody.

COLLABORATIVE CULTURE

When you visit any Clark Patterson Lee office or one of our privatized services team sites, you see collaboration in action. From principals to staff, we seek to interweave professional leaders with highly technical staff. This promotes greater awareness of the relationships between staff and the community at the earliest stages of an issue. Collaboration means teamwork, and our integrative approach to service delivery is apparent in our staff relationships. Our efforts go beyond client service, as we view the City and their constituents as community partners.



OUR TEAM

Our proposed team has over 200 years of combined dedicated staff experience with another 100+ years of corporate resources that are all just a phone call away. Our team also contains one of only 43 Master Code Professionals in the State of Georgia. We have three team members that are Certified Planners (AICP), four Professional Engineers (PE), and two GIS Professionals (GISP). Clark Patterson Lee will act as the prime consultant and manage all disciplines from start to finish. To enhance our team, we have engaged the services of Urban Collage and TerraMark Land Surveying Company. Mr. Eric Bosman (Urban Collage) and Mr. Steve Pohlman (TerraMark) will enhance our Planning and GIS capabilities. Further details on these subconsultants can be found in Sections 3 and 4 of this proposal. We offer the City of Dunwoody the highest level of leadership, creativity, and experience that this endeavor will require. To compliment our proposal team, we have a host of in-house specialists of whom we can call to address any and every City related need.



From the beginning of our service period until the end, Clark Patterson Lee will always work in harmony to preserve the reputation of the City and its elected and appointed officials throughout all situations. We greatly appreciate your consideration for this opportunity for service to Dunwoody and sincerely believe that we are exceptionally qualified to do the job.

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

For the past 2 1/2 years, Clark Patterson Lee has had the honor and privilege to work for the City of Dunwoody, serving as the Community Development Department. In December of 2008, our team "hit the ground running" to develop the framework for the department. In less than 45 days a fully functional department was opened to the public. The CPL Planning & Zoning staff members were responsible for the creation of the City's Zoning Ordinances, Sign Ordinance, Tree Ordinance, Land Use Map, GIS, and the Zoning Map. Staff also administers the Zoning Board of Appeals, Planning Commission, Community Council and the Sustainability Commission. Additionally, they are responsible for ensuring compliance with the EPD's Water Quality Unit and the DeKalb Soil and Water Conservation District.

Clark Patterson Lee currently provides City Engineering, plan review and inspection services for numerous municipalities such as Stone Mountain, Sugar Hill, Berkeley Lake, Snellville, Duluth, and Gwinnett County School System.

Corporate Background & Qualifications



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

There are no outstanding judgments or arbitration proceedings against this organization or its officers. In addition, there has been no claim, cause of action or suit against this organization or its officers relating to the organization's professional work that has led to any adverse judgment or finding of negligence or malpractice for the past 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 perform the contract in a satisfactory manner.

Since our formation, we have experienced consistent growth with reputable repeat clients in a climate of increasing competitiveness and a challenging economy. The corporate growth in gross professional fees billed by the firm for the past three years (\$29.2 million in 2008, \$29.8 million in 2009, and \$31.4 million in 2010) validates sound management and quality work. We would be happy to provide the City with financial statements should it be deemed necessary.

SUBCONSULTANTS

To enhance our capabilities, we have reached out to Urban Collage and TerraMark Land Surveying Company. Urban Collage will provide Planning and Zoning support and TerraMark will provide GIS support services.



URBAN COLLAGE

The art of "collage" is the creative practice of assembling diverse elements into a dynamic composition. We are urban designers who approach the built environment of each community as a reflection of its unique politics and place. We believe in the principles of good urbanism- diversity, connectivity, sustainability. We are known for our strengths in public involvement, graphic communication and implementation strategies. Our work is varied in scale - from individual Buildings & Sites to the institutional frameworks of Campuses & Schools; from focused Neighborhoods & Districts to regional networks of Corridors & Centers, and even entire Cities & Towns.

Since the firm's founding in 1997 in Atlanta, we have completed over 350 projects throughout the Southeast and, as a testament to the determination and passion of our clients, our plans have resulted in thousands of new housing units, first class schools and institutions, hundreds of acres of new parks and open spaces, miles of streetscape and bicycle paths and, most importantly, the creation of dozens of memorable places. The whole of a vibrant community is often greater than the sum of its parts and therein lies the key to true urban design.



Neighborhoods & Districts ~ Community-based planning is the foundation of the firm's work. From revitalization efforts for historic neighborhoods & housing developments to new planned communities to dynamic mixed-use districts, our work creates sustainable plans for diverse housing, commercial, open space and institutions within walkable neighborhoods and districts.

Corridors & Centers ~ Most growth and development occurs in regional activity centers and the corridors that connect them. Multi-modal transportation networks and live/work/play centers arise from corridor studies, transit-oriented development (TOD), and open space/pedestrian plans, specifically aimed at aging retail strips and shopping/office centers.

Cities & Towns ~ The functional, economic and cultural heart of most communities lies in their downtowns. We direct engaging and award-winning visioning processes, downtown master plans and town center plans for all sizes of towns and cities across the Southeast.

TERRAMARK LAND SURVEYING COMPANY

TerraMark Land Surveying, Inc. is an employee owned firm specializing in land and construction surveying services with a focus on Geographical Information Systems (GIS). We are based in Kennesaw, Georgia and have recently opened an additional office in Dawsonville, Georgia in order to serve our growing list of clients in North Georgia. Our firm includes 3 Registered Land Surveyors and numerous individuals that are in the training phase of their careers that will ultimately lead to additional registered professionals. TerraMark is responsive to client needs, creative in our solutions, and cost effective in our execution.



TerraMark has provided our services to a wide spectrum of both the public and private markets in Georgia. We maintain a staff of 24 employees, in which approximately 20% have worked together for over 10 years. We understand that relationships are a key to our success. We desire to insure that you are at the forefront of ongoing communication during the project as well as follow-up after the project to assure satisfaction. Our desire is to make you happy and the project successful.

TerraMark is confident that it can serve the public with a product that is of the highest quality and delivered in a timely manner. Our team has the experience of completing multiple projects simultaneously due to their long history together and developing an organization that focuses on the client's needs and not our own desires. We believe that if we serve our clients to the fullest, then our clients will be willing to compensate us in accordance to our expertise and commitment. We also believe that when we are successful in meeting our client's goals, then our business will grow due to the desire for our clients to pass their experience on to those people that may require the same product. Our belief has proven correct consistently throughout our careers.



Section III ~ Response to Scope of Work



CITY OF DUNWOODY MUNICIPAL GOVERNMENT SERVICES Response to Scope of Work

3



This section details our “Response to Scope of Work” for each area that we are proposing to perform for the City:

- 2.2 Public Works
- 2.4 Planning and Zoning
- 2.6 Building Permits and Inspections
- 2.7 Parks and Recreation





Section III ~ Response to Scope of Work

2.2 *Public Works*



2.2 PUBLIC WORKS

Response to Scope of Work

3

The City of Dunwoody desires to responsibly manage, develop, safely operate and maintain the City's roadways, parks and stormwater systems. To do this, its Public Works department currently works to maintain streets and parks, operate the storm water utility, plan for emergencies, operate and maintain traffic signals and road signs and implement traffic calming measures in the City's neighborhoods. This is a 24/7/365 job that requires personnel to be on-call to respond in a timely manner to emergencies and citizen requests.

Clark Patterson Lee has been providing Public Works services to municipal clients for over 30 years. Our staff of over 200 professionals designs storm water and traffic signal projects, manages Municipal Separate Storm Sewer System reporting, creates paving contracts for street maintenance projects, and provides administers construction contracts. We have thorough knowledge of the tasks necessary to effectively and efficiently administer a City's Public Works Department. Rich Edinger was previously employed by the City of Suwanee as its Public Works and Inspections Director during the construction of the City's parks system. He is thoroughly familiar with the activities required to construct and maintain public improvements, and administer contracts for street, park and storm water system maintenance.

Mission Statement

The mission of the Pubic Works Department is to provide high quality and responsive service to the residents and business owners of Dunwoody with regard to management, development, safety and maintenance of the City's roadways, parks, and storm water systems.

Clark Patterson Lee acknowledges and will comply with the General Service Delivery Requirements a through y, as stated in the City's RFP for these services.

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

We know Dunwoody and Dunwoody knows Clark Patterson Lee. The following section outlines our understanding of the service delivery objectives, work activities and deliverables. These have been listed to correspond with each item within the Public Works scope of work.



2.2 PUBLIC WORKS

Response to Scope of Work

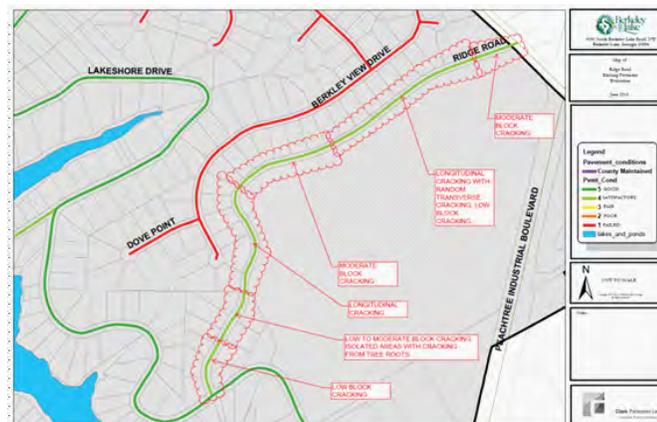


GENERAL REQUIREMENTS

1. Clark Patterson Lee is prepared to commit the resources of our firm, under the direction of the City Manager or his designee.
2. Upon approval of the City, we will provide a Public Works Director with full responsibility to manage all staff necessary to perform the services, duties and responsibilities set forth. As you will note in our organizational chart, we have identified two options for your consideration for Public Works Director. Either of these is highly capable of representing the City in this capacity. We will not replace the director without written approval of the City.
3. The primary contact to act as a liaison between the City and the contractor will be Rich Edinger.
4. We believe in providing a primary contact and a secondary contact, available in person or by telephone on a twenty-four (24) hour basis, seven days per week. They are listed here for your use.

Primary 24/7 Contact	Rich Edinger 770-337-2515 (mobile)
Secondary 24/7 Contact	Kevin McOmber 770-861-2896 (mobile)

5. We will develop a capital improvement plan for Public Works service areas, which include
 - a. Street Maintenance
 - b. Municipal Separate Storm Sewer System
 - c. Traffic Control Devices (Signals and signs)
 - d. Sidewalks
 - e. Traffic Calming



Our staff members have expertise in each of these service areas, as we have planning, engineering, and architectural design capabilities that go beyond consulting services. We have provided Public Works capital improvement planning services for Cities in the areas of Municipal Separate Storm Sewer Systems (Stone Mountain, Berkeley Lake), traffic control networks (Snellville, Suwanee and Duluth), and street maintenance plans (Suwanee, Lilburn, Berkeley Lake). Using Geographic Information Systems (GIS), we have created maps to help decision-makers visualize the issues.



6. We will bring our project management, engineering, design and maintenance talents together to manage Dunwoody's Public Works operations. Our on-site and back office staff are civil engineers with expertise in storm water management, traffic operations, transportation design, and capital improvement planning. Further, we maintain additional back office staff of mechanical, electrical, and plumbing engineers that we can bring to bear to solve any problem.
7. We will review performance expectations contained in the contracts of contractors providing Public Works services and act to enforce them in the City's interests. This includes reviewing pay applications against work performed to ensure that the City is paying for installed work, and providing quality control checks on contractor's work product.
8. Our professional traffic operations engineers (PTOE) and transportation engineers will model traffic signal networks and adjust signal timing (within the model) to optimize traffic flow through the network. Using the City's existing model as a starting point, we will collect data from each intersection during the peak times of day and revise the model as appropriate.
9. Staff members have approved street system plans for many cities. The tasks involved include collecting information about the condition of the street pavements and curbs and gutters, determining age based on subdivision final plats, entering these conditions into a pavement database (MicroPaver has been used), using the model to predict when street pavements are likely to begin to fail, and using that and budget information to create a multi-year street maintenance plan. Using this planning document, we then create a maintenance project, construction documents, and solicit bids from paving contractors. A crucial use of the street maintenance plan is as a communication tool to give homeowners a sense of the problem that the City faces (using limited resources to maintain the street network).
10. We have pioneered the use of Geographic Information Systems (GIS) in Dunwoody, and the requirement to maintain an inventory of all transportation related assets is a model use of such a system. We will create, if need be, and maintain a database of all transportation related assets using the City's GIS system.
11. Responding to the public in a timely and professional manner is one of the most important functions that the City can perform, in that this function often gives citizens their first impression of the City. At Clark Patterson Lee, we take this very seriously. We will use a database to document our calls for service and actions taken to solve the problem.
12. We will provide leadership and attendance at City meetings to represent Public Works as required and directed by the City Manager. We are already familiar with this expectation in our role as the Community Development vendor.
13. We have tracked, maintained and reported key performance indicators for Planning and Zoning data, so we are familiar with this function. We will track key performance data for the Public Works Department in a manner that is acceptable to the City.
14. We believe that a pro-active approach to Public Works issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. Our staff takes a team approach and a "can do" attitude. We will always work hard to find solutions and strike "not my job" from our vocabulary.



2.2 PUBLIC WORKS

Response to Scope of Work

Describe your firm's approach and methodology to ensure deliver of high quality services.



This is what happens when it's "not my job" is a part of your staff's vocabulary.

STREET MAINTENANCE AND STRIPING

1. We will administer contracts for street maintenance and repair. We believe the most efficient way to administer this is by having a demand services contract for pothole repair, and a second contract for repairs that have been identified in the City's street system plan that has a more defined work scope. The City receives the best price from contractors when they have a definite work scope. Because of the emergency nature of a demands contract, scopes of work are often fluid. For example, repaving Ashford Dunwoody Road is a different problem than repaving a local subdivision street, and contractors will add to their price to account for this risk. Uncertainty about work scope often translates into higher contract prices.
2. We will comply with Georgia DOT's current specifications as we oversee all maintenance work.
3. Similar to the answer in 1 above, we believe that awarding a demand services contract for emergency repairs resulting from washouts, sinkholes, and damage caused by vehicle accidents is the best way to prepare for these unanticipated and emergency road repairs, and CPL will administer and oversee such a contract.
4. Our staff will administer contracts and oversee necessary maintenance and repairs of all roadways and bridges in accordance with ANSI and ASTM standards.
5. We will provide leadership and coordinate the City's emergency response, as it relates to Public Works, to all weather related events. This may include closing roads and bridges during the weather event, and inspecting and making repairs after the weather event in order to reopen the facility in as short a time as possible.
6. We believe that a pro-active approach to Public Works issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. CPL takes a team approach and a "can do" attitude. We will always work hard to find solutions and strike "not my job" from our vocabulary.



TRAFFIC SIGNALS, STREET SIGNS AND STREET LIGHTS

1. Clark Patterson Lee has professional traffic operation engineers on our back office staff that will be available to program the traffic signal network. We will create and administer, in accordance with the City's purchasing policy, a demand services contract with a contractor that will adjust and maintain the City's traffic signals. The tasks in this demand services contract may be combined with tasks from other line items to produce a single "Traffic Signals, Street Signs and Street Lights" demand services contract.
2. We will create and administer, in accordance with the City's purchasing policy, a demand services contract that will require a contractor to be on call 24/7 to provide emergency response to signal outages or malfunctions. The tasks in this demand services contract may be combined with tasks from other line items to produce a single "Traffic Signals, Street Signs and Street Lights" demand services contract.



3. We will create and administer, in accordance with the City's purchasing policy, a demand services contract that will require a contractor to be on call 24/7 to adjust and/or align signal heads for proper pedestrian and vehicular traffic. The tasks in this demand services contract may be combined with tasks from other line items to produce a single "Traffic Signals, Street Signs and Street Lights" demand services contract.
4. Clark Patterson Lee has professional traffic operation engineers (PTOE) in our back office staff that will be available to program the traffic signal network. We will create and administer, in accordance with the City's purchasing policy, a demand services contract with a contractor that will make adjustments to and maintain the City's traffic signals. The tasks in this demand services contract may be combined with tasks from other line items to produce a single "Traffic Signals, Street Signs and Street Lights" demand services contract.
5. We will create and administer, in accordance with the City's purchasing policy, a demand services contract that will require a contractor to inspect and clean traffic signal cabinets and equipment at least once per year. The tasks in this demand services contract may be combined with tasks from other line items to produce a single "Traffic Signals, Street Signs and Street Lights" demand services contract.
6. We believe that a pro-active approach to Public Works issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. CPL takes a team approach and a "can do" attitude. We will always work hard to find solutions and strike "not my job" from our vocabulary.



SIDEWALKS, GUTTERS AND RELATED STREET AREAS

1. Clark Patterson Lee is practiced at administering construction of the built environment. We will oversee the construction of any new sidewalks and curbing and will ensure that the City's plans for such facilities comply with GDOT and applicable ANSI and ASTM standards. This will include reviewing pay applications, periodically inspecting the quality of the contractor's work product, and using the contract provisions to enforce quality standards.
2. An important part of the street network, a system of first class sidewalks will reduce congestion by promoting walking to destinations. The City's recent master planning process in the Village and Georgetown areas only highlights the need for this important pedestrian transportation mode. CPL will administer an annual contract to maintain the sidewalk, gutters and related street network components as directed by the City Manager. This will include reviewing pay applications, periodically observing the quality of the contractor's work product, and using the contract provisions to enforce quality standards.
3. A City's quality of life is enhanced by having well maintained rights-of-way. CPL will create the scope of work for and administer an annual contract to clear and maintain the City's rights-of-way, landscape median areas, and maintain the City's streets and drainage systems consistent with the standards of the department. This will include reviewing pay applications, periodically observing the quality of the contractor's work product, and using the contract provisions to enforce quality standards.



2.2 PUBLIC WORKS

Response to Scope of Work

4. We believe that a pro-active approach to Public Works issues is the best way to lead the community and provide superior customer service. We recognize that, on occasion, we must handle unique and non-ordinary tasks. The CPL team enters in to this task with a positive approach and a “can do” attitude, finding solid solutions and always taking steps needed to ensure the City manager and citizen satisfaction.



TRAFFIC AND TRANSPORTATION ENGINEERING

1. Clark Patterson Lee has inventoried many cities roads and their associated condition. The tasks involved include collecting information about the condition of the street pavements and curbs and gutters, determining age based on subdivision final plats, entering these conditions into a pavement database (MicroPaver has been used), using the model to predict when street pavements are likely to begin to fail, and using that and budget information to create a multi-year street maintenance plan. Our staff will create and administer a contract to re-assess the city’s road conditions and will update the road condition database accordingly. We will use that new information to review the re-paving plan, the long term schedule and the associated annual costs.
2. Our staff will review the existing striping plan and incorporate any changes to the schedule as a result of budget changes. This needs to be done annually so that the plan remains a realistic tool to guide maintenance of these traffic control devices.
3. We will monitor the existing traffic signal system and create an annual schedule for all required updates. This will include estimating the traffic signal system life cycle and when the City would likely need to replace the signals.
4. Communication is all important to maintaining relationships with other governmental agencies. The Perimeter Community Improvement District is an important stakeholder in the Perimeter Mall area and Ashford Dunwoody Road corridor, the economic engine of the City. We will work to enhance and maintain this relationship. Where the City’s interests and the PCID’s intersect, we will work with them to help them fulfill their mission.
5. Having public spaces where citizens can gather is an important goal for Dunwoody, and we understand how to facilitate a public process which solicits stakeholder input to create public space standards. We have facilitated the Dunwoody Village and Georgetown Master Planning processes and will bring that same talent to bear to create public space standards for all Dunwoody commercial areas. A good place to begin is with the PCID’s PERIMETER Focus: Envisioning a New Urban Center - Public Space Standards. This document, created by the PCID in 2003, created design guidelines for the Perimeter Center area, including standards for intersections, landscaping, street furniture, lighting, wayfinding signage, and pavements, which may be appropriate for Dunwoody’s other commercial areas.
6. Traffic congestion in Dunwoody is considerable and one reason is the lack of connections in the street network. There are often opportunities to make connections, but a major stumbling block has been citizen acceptance of such opportunities. We will continue to look for ways to improve traffic flow, which will include optimizing the signal timing network and connecting streets to give multiple entries to arterials.



7. The report titled OPERATIONS ANALYSIS: TRANSPORTATION, ROADS, STORMWATER & DRAINAGE, By: Citizens for Dunwoody, Inc., noted that Dunwoody has an astounding number of cul-de-sac communities. As a result of this design, the available options for improving traffic flow are limited and the roads that are connective in nature -e.g. Mount Vernon, Ashford Dunwoody, Tilly Mill, Chamblee Dunwoody, Womack, Peeler etc – carry significant amounts of local and regional traffic. The report referenced a Street Smarts recommendation regarding the establishment of a grid system in the revitalized commercial areas. Master plans for the Dunwoody Village and Georgetown areas echo this. Our staff will review this and develop a plan to implement the recommendations as part of redevelopment projects, when appropriate.
8. We will review the major intersections in Dunwoody that could be candidates for grade separation to improve traffic flow and create a document that lists the pros and cons of pursuing the resulting project, including access impacts to existing properties and cost of construction. We will publish the report for the City Council's review and consideration in the short term work program.
9. The Dunwoody Village and Georgetown Master Plans include alternative transportation components that serve to enhance pedestrian and cycling mobility. The City's Comprehensive Transportation Plan (CTP) lists bike and sidewalk improvements as the most important ways to improve the roadway system. We will review these documents and look for opportunities to link neighborhoods and commercial districts with pedestrian and cycling routes. We will review the recommended roadway projects in the CTP and identify resources to implement the projects.
10. In our experience, citizen input is an important component that should drive the traffic calming process. Government policies in other jurisdictions often place a heavy burden on petitioners for traffic calming measures that may take years to navigate. This process can be shortened by using technology to educate and debate the issues among the residents of a community. Internet surveys and public information meetings and a process that has a defined beginning and ending period can motivate people to participate and have their say. We will review the City's traffic calming process and neighborhoods that believe they have a problem that traffic calming can help. Speeds will be quantified using traffic counting technology and speed detection systems.
11. We have pioneered the use of Geographic Information Systems (GIS) in Dunwoody, and the requirement to create a database and update road conditions is a model use of such a system. We will update and maintain the GIS database of road conditions and create maps to update the Comprehensive Transportation Plan.
12. The existing Comprehensive Transportation Plan (CTP) was adopted in February 2011. Our staff will review and revise this document as new information becomes available on the above transportation elements and as money becomes available to implement proposed projects.
13. We believe that a pro-active approach to Public Works issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. CPL takes a team approach and a "can do" attitude. We will always work hard to find win-win solutions and strike "not my job" from our vocabulary.



2.2 PUBLIC WORKS

Response to Scope of Work



STORMWATER

1. The City's storm water infrastructure is critical to protecting residences and businesses from flooding, and needs to be maintained. We will review the condition assessment obtained during the stormwater inventory project and prioritize maintenance activities. We will administer a contract with a contractor who has expertise cleaning and rebuilding storm water systems.
2. The City's storm water infrastructure is also critical to the Clean Water Act's goal of ensuring that streams and lakes have good water quality. As a result of the state's regulation of this infrastructure system, known as the Municipal Separate Storm Sewer System (MS4) permit, storm water quality is monitored and addressed with a program of regulatory controls that includes erosion and sediment control planning and inspections, dry weather screening, industrial inspections, municipal facility inspections, litter control, illicit discharge and illegal connection control, public education and spill response. Our team has experience writing comprehensive storm water management plans, creating and administering the annual reporting process that ensures implementation of the plan, and preparing documentation for Georgia EPD audits. These permits burden all City departments with required reporting. We will review the City's current plan, prepare the annual reports, and ensure that all City departments are implementing parts of the plan that affect them. We will administer a contract with an appropriate firm to collect dry weather screening samples and have their water quality parameters tested in a laboratory.
3. Cross departmental cooperation is essential for a good storm water management program. Community Development often reviews and permits erosion control aspects of development projects and Finance keeps an inventory of the City's assets. Purchasing solicits bids for construction and maintenance projects. Code Compliance enforces violations of the illicit discharge and illegal connection ordinance, but often needs engineering expertise to review potential violations. We will communicate with these departments to collect information for the MS4 permit reporting requirements, bid maintenance contracts, and provide our expertise to help them succeed in their jobs.
4. We believe in providing a primary contact and a secondary contact, available in person or by telephone on a twenty-four (24) hour basis, seven days per week. They are listed here for your use.

Primary 24/7 Contact -

Rich Edinger
770-337-2515 (mobile)

Secondary 24/7 Contact -

Kevin McOmber
770-861-2896 (mobile)

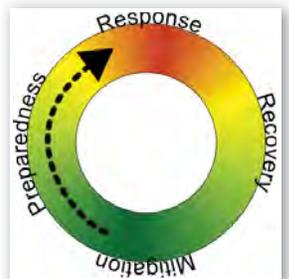


5. Water is of regional concern in Georgia. The tri-state water wars have threatened the metro area's water supply and part of the State's strategy has been to implement water conservation practices to show the Federal District Court that the region is doing everything possible to be good stewards of this limited resource. The Metro North Georgia Water Planning District is at the forefront of identifying additional water conservation practices that may become requirements or remain suggestions for local governments to implement. Rich Edinger holds an appointed position on the Ocmulgee Basin Advisory Council, which provides input in the development of the Metro Water District's comprehensive plans and policies which guide water resources management in the 15-county metro Atlanta region. Rich is also the Secretary of the Gwinnett County Water and Sewerage Authority, and has been involved in water issues in Georgia for much of his career. Taking our lead from the City Manager, we will identify, document and if applicable, implement water conservation practices and methods.
6. Creating, maintaining and storing files for easy retrieval is an important task that our staff will perform. As with any regulatory program, documentation is required to show compliance.
7. We believe that a pro-active approach to Public Works issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. Our staff takes a team approach and a "can do" attitude. We will always work hard to find solutions and strike "not my job" from our vocabulary.



EMERGENCY PREPAREDNESS

1. We will review current guidelines and policies of the established emergency preparedness program, and make certain it is in compliance with all applicable Federal, State and local laws. We will implement the program and ensure that the staff and the City's contractors understand their role and that the appropriate contracts are in place to respond to emergencies. We will also hold periodic drills to train staff on the plan.
2. Our team will integrate the City's emergency preparedness plan with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS as it relates to Public Works activities.
3. We will identify resources to assist the police department with chains or other traction devices in the event of a snow or ice storm.
4. We believe that a pro-active approach to Public Works issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. We take a team approach and a "can do" attitude. We will always work hard to find solutions and strike "not my job" from our vocabulary.



2.2 PUBLIC WORKS

Response to Scope of Work



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

We want all individuals that encounter our firm to have a completely positive experience and that they feel there was great value added for the cost of services. We welcome collaboration with City staff to research, evaluate and, if authorized, implement efficiency and cost-saving improvements. It is through these collaborative efforts that we ensure we always add value and help move the community in a positive direction.

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

Communication is primary tool used to deliver our services. As such, we utilize a variety of tools to maintain appropriate and timely communication with the City Manager and City staff requests. For routine communication, we have found that e-mail provides a useful written message that is not disruptive and can be responded to as the City Manager's and/or City staff's schedules permits. More formal communication is best provided in the form of a memorandum when the document is likely needed for communication beyond the initial contact. An example is materials used for City Council meeting agendas. These documents are frequently made available to the public via posting on the City website. Accuracy and professionalism are very important at all levels of communication. Face to face verbal communication is often necessary, but should always be followed up with written communication.

Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.



As Clark Patterson Lee already staffs the Planning and Zoning functions in Dunwoody, we expect that entering the Public Works role will be more efficient than that of a outsider to the City's government. During the transition period, we will work diligently with the incumbent Public Works contractor to fully understand the condition of the City's infrastructure and any urgent needs. Should we be unsuccessful in our pursuit of the Planning and Zoning contract, our role in the Public Works position would allow for a value-added resource to the incoming Planning and Zoning contractor.



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

Clark Patterson Lee will provide the City with highly qualified employees that are properly equipped to arrive at work each day, ready to perform their part of the Public Works function. We understand the City will continue to provide work space, office furniture, computers (hardware, software and network), telephones, a copier/printer and office supplies. We will continue to provide Dunwoody logo shirts to the staff and cell phones to the employees that need them. We will also cover the cost of continuing education, professional licenses, professional memberships and certifications. We will be respectful of the City provided facilities and equipment, along with the efficient use of the resources and supplies.



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

Clark Patterson Lee endorses a culture of sustainability both within our offices and, to the greatest extent practical, as part of our professional services philosophy. Not only is it the right thing to do, but it is also a part of what Dunwoody is and we expect this topic to be an important part of the selection criteria for this assignment.

Our staff embraces energy/resource conservation measures and the sustainability concepts advocated by the US Green Building Council (USGBC), which we are a member of. This is demonstrated via LEED, Green Globes, the Georgia Peach program and other similar industry standards. At present, the number of LEED-accredited Clark Patterson Lee professionals is 28, which is a resource we make available to the City of Dunwoody.

As an example of our commitment to sustainability, Clay Reichert, P.E., our proposed stormwater engineer, is a LEED Accredited Professional. Also, two of our employees (K. Scott Gordon, AIA, LEED AP and Tim Pulver, AIA, ID, LEED AP) designed the first LEED certified City Hall in the State of Georgia (City of Suwanee). These gentlemen will be a tremendous resource to the City of Dunwoody.



Our Dunwoody staff members, Jeff Timler and Rebecca Keefer, have provided leadership for the sustainability efforts in Dunwoody very well. In a short period of time, they helped the City obtain the Atlanta Regional Commission (ARC) Green Communities Bronze level certification. We have applied for and expect to obtain the Silver level certification later this year. Recently, Ms. Keefer was invited to speak at the GMA conference on the topic of Sustainability and Green Communities.



Section III ~ Response to Scope of Work

2.4 Planning and Zoning



2.4 PLANNING AND ZONING

Response to Scope of Work

3

Clark Patterson Lee has been providing Planning and Zoning services for the City of Dunwoody since the City's inception on December 1, 2008. This work, which is part of our Community Development agreement with the City, has uniquely enabled us to best understand the current and future needs of the City. Our mission has been and will continue to be one that accommodates the processes associated with the development of land over time. We embrace the responsibility of managing Dunwoody's growth in the areas of comprehensive planning, economic development, geographic mapping, sustainability promotion, storm water management and city engineering in a manner that promotes business enterprises, while protecting the quality of life for all constituents.

Clark Patterson Lee acknowledges and will comply with the General Service Delivery Requirements as through y, as stated in the City's RFP for these services.

Mission Statement

The mission of the Planning and Zoning Department is to accommodate the processes associated with the development of land over time. The Department is charged with the responsibility of managing Dunwoody's growth, which may involve disciplines with respect to comprehensive planning, economic development, geographic mapping, sustainability promotion, stormwater management, and city engineering in a manner that promotes business enterprises, while protecting the quality of life for all of our constituents.

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

We know Dunwoody and Dunwoody knows Clark Patterson Lee. Below we have outlined our understanding of the service delivery objectives, work activities, and deliverables. These have been listed to correspond with each item within the Planning and Zoning scope of work.

General Requirements:

1. Clark Patterson Lee is prepared to commit the resources of our firm, under the direction of the City Manager or his designee.
2. Upon approval of the City, we will provide a full-time, on-site Planning and Zoning Director with full responsibility to manage the Planning and Zoning Department and the Inspections and Permitting staff, as necessary and proper to perform the



2.4 PLANNING AND ZONING

Response to Scope of Work



services, duties and responsibilities. As you will note in our organizational chart, we have identified two options for your consideration for the Planning and Zoning Director. We believe that both of these options are very strong and will provide the appropriate level of leadership that the City of Dunwoody expects.

Option 1 – This candidate has 29 years of professional planning, zoning and development experience, including 22 years working in the public sector working for primarily two different metro Atlanta cities. Due to his/her current employment status with one of these cities, we have been asked to keep his/her identity confidential at this time. A resume for this candidate has been included for additional information, which is located in Section 4 of this proposal.

Option 2 – This candidate, Kevin McOmber, has been the Principal in charge of the Dunwoody Community Development contract for the past 2½ years. He has 24 years of experience working with public sector clients (mostly municipal) and has been employed by Clark Patterson Lee for 22 years. A resume for this candidate has also been included in Section 4 of this proposal.

3. We will not replace the approved Director without written approval of the City.
4. We believe in providing a primary contact and a secondary contact, available in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week. They are listed here for your use.

Primary 24/7 Contact Kevin McOmber
770-861-2896 (mobile)

Secondary 24/7 Contact Rich Edinger
770-337-2515 (mobile)

5. We will develop and maintain a capital improvement plan for the City for applicable Planning and Zoning service areas. CPL understands the capital improvement business, as we have planning, engineering and architectural design capabilities that go beyond consulting services. CPL has planned, designed and administered the construction of many significant and award winning public amenities, including City Halls, Police Stations, Town Centers, Parks and Transportation projects.
6. The role of “City Engineer” is one we understand very well, as we provide this service for numerous metro Atlanta municipalities. More importantly, we understand the needs of Dunwoody and will continue to provide site plan reviews and routine engineering consulting, as necessary to meet the design and maintenance oversight needs of the City.
7. We are truly excited to have assembled a team that is highly qualified to provide supervision of contractors and consultants providing planning and zoning services and will ensure that all contractual requirements are performed effectively and efficiently. With the conclusion of the recent master planning efforts in the Dunwoody Village and Georgetown areas, we look forward to the comprehensive analysis and re-writing of the City’s Zoning Ordinance and Land Development Ordinance. Urban Collage, the firm that lead the master planning efforts, is proposed as a sub-consultant to Clark Patterson Lee and will work with us to ensure that this effort, including the public involvement process, is handled smoothly. They will also be available as a resource for other miscellaneous planning efforts.



8. The verification and update of planning related information provided to or obtained is an on-going task that we will maintain. An example is our current efforts to utilize the recently released 2010 census information. Another is information used to keep our GIS system accurate and up to date.
9. We will continue to provide leadership and attendance at City meetings to represent Planning and Zoning as required and directed by the City Manager. These meetings include, but are not limited to City Council, Planning Commission, Community Council, Zoning Board of Appeals, Design Review Advisory Committee and Sustainability Commission meetings.
10. We have tracked, maintained and reported key performance indicators for Planning and Zoning data and will continue to do so in a manner that is acceptable to the City. An example is that we have an internal goal that 100% of phone calls be returned on the same day they are received. We have and plan to continue to receive phone calls via a real live person answering the phone. We usually receive between 20 and 30 daily phone calls through the Community Development Coordinator, Mr. Jerry Oberholtzer. When he is on the phone and another call comes in, it will occasionally roll to a voice messaging system. This happens on average about twice per day. These messages are quickly retrieved and returned at a rate of over 90% during the same day. While most would judge this as superior performance, it does illustrate some room for improvement and we will continue to strive for our 100% goal.
11. Our staff believes that a pro-active approach to planning and zoning issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. Our staff takes a team approach and a "can do" attitude. We will always work hard to find solutions and strike "not my job" from our vocabulary.



Describe your firm's approach and methodology to ensure deliver of high quality services.

PLANNING AND ZONING SERVICES

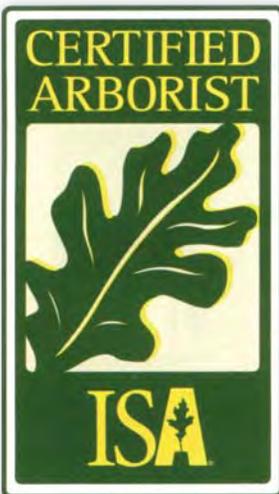
1. Establishing appropriate, professional and skilled staffing for the Planning and Zoning department is our responsibility. We strive to employ people that share our team approach and those that have great attitudes about doing anything asked of them. Our organizational chart, which is located in Section 4 of this proposal, clearly identifies the people proposed for this assignment. While you have come to know most of these people already, we have made a few adjustments to tailor our services for the future of Dunwoody.
2. Communication is a key to all that we do and providing current information to builders and developers regarding policies and procedures adopted by the City related to land use planning is very important. We have and will continue to these updates, which may be published via the City's website, working with the Public Relations and Marketing staff for newsletters, e-mail to our always growing database of those working in the City and through direct verbal communication with the community. We predict that there will be new social media opportunities going forward that may be utilized too.

2.4 PLANNING AND ZONING

Response to Scope of Work



3. Land development activities must be tracked to remain in compliance with the City's MS4 permit for storm water. In addition, having information and knowledge of these activities is useful for keeping the public informed. We understand the relevance of both topics and will provide these services.
4. We have and will continue to develop, maintain and update land use and zoning maps, as required by state and local agencies. The development of our GIS database included the creation of a survey quality parcel layer for the over 13,000 properties within the City. Since then, we have created a zoning parcel layer that is used for property zoning.
5. Standard Operating Procedures are an important part of an organization. The Planning and Zoning Department in Dunwoody is no exception to this rule and we have established policies for all planning and zoning activities that include schedules and time frames for processing all land developing activities (including zoning). These procedures will be reviewed, revised and updated as necessary. A calendar is also kept for the scheduling of meetings and notification/advertising dates that is kept in conformance with local and state law.
6. Through attendance at public meetings and work sessions, along with staff meetings with key City officials, we will regularly provide updates on all applicable planning and zoning issues. We are also accustomed to provide updates in the form of memorandums that are often included with meeting agenda backup materials.
7. In coordination with the Finance and Administration staff, the Planning and Zoning staff will regularly review, revise, develop and implement procedures for use in issuing certificates of use. One example of this includes verification that the business may operate at a given location based upon a review of the land use being allowed within the recorded zoning classification of the property.
8. With the conclusion of the recent master planning efforts in the Dunwoody Village and Georgetown areas, we look forward to the comprehensive analysis and re-writing of the City's Zoning Ordinance and Land Development Ordinance. At the time of this proposal, a draft request for proposal has been prepared and is expected to be made public soon. Eric Bosman, with Urban Collage, will assist Clark Patterson Lee and will work with us to ensure that this effort, including the public involvement process, is handled smoothly.
9. We employ a Certified Arborist, who is proposed to be on-site full-time at the City of Dunwoody. We recognize that there is no need for a full-time arborist, but due to cross-training, we are able to provide this service utilizing the services of our City Planner, Mr. Howard Koontz. His certification number is SO-6302A.
10. We have developed several Requests for Proposals that have been used by the Purchasing Department for the use of hiring specialty consultants. We will continue to provide this service when directed to do so by the City Manager.
11. We will continue to provide staff support and leadership for all boards, committees and advisory groups established by the Mayor and City Council including but not limited to Planning Commission, Community Council, Zoning Board of Appeals, Design Review Advisory Committee, Sustainability Commission and the Construction Board of Adjustments and Appeals. This may include reviews, memorandums, recommendations and/or attendance at meetings.



12. We will continually observe the operations of all boards, committees and advisory groups served by Planning and Zoning. Recommendations for improvements will be provided any time we see an opportunity to refine the process or better serve the community.
13. As previously stated, our philosophy involves a pro-active approach to planning and zoning issues and we believe this is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. CPL takes a team approach, a “can do” attitude and we will always work hard to find solutions.

ECONOMIC DEVELOPMENT

1. The Planning and Zoning team is responsible for leading efforts to retain, expand and attract businesses that support a broad array of employment opportunities. Our proposed Economic Development Director, Mr. Michael Starling, will work to strategically grow the City’s knowledge-based economy and expand the City’s tax base. Through his leadership, we will participate in, facilitate and/or conduct negotiations with developers, businesses, and others regarding the public participation necessary for desired economic development. We propose that the Economic Development Director position report directly to the City Manager, as is illustrated in our Planning and Zoning organizational chart, located in Section 4 of this proposal.
2. The analysis of financial and market feasibility data is a topic that Mr. Starling is very well qualified to perform. These tasks will be completed for projects under negotiation, including the identification of sources for and uses of funds, cash flow analysis, security provisions, business profitability, underwriting, and related data. He will function on behalf of the City to assist businesses with these efforts. The goal is to create a win-win for the business and the City.
3. Mr. Starling (and other Clark Patterson Lee resources) will work collaboratively to create cost estimates for various public actions, such as land acquisition, relocation, demolition, and public improvements.
4. The research and cost comparison analysis between proposed development sites and alternative or competing development sites is a very important effort that will assist businesses in the decision making process. There is a long list of advantages for locating a business in Dunwoody, often including a lower cost than competing regions.
5. The creation of new jobs is certainly a good result of economic development efforts. Usually, there are other tax and public benefits to be realized that will be analyzed for the City’s benefit.
6. Preparing detailed written reports and recommendations are part of the communication tools we will use for presentation to the Mayor and City Council, developers, businesses, advisory boards, and community groups.
7. Oral presentations will also be used for public and private groups. The Planning and Zoning team is willing to assist the Economic Development Director with graphics, such as PowerPoint, to enhance the oral presentation.



2.4 PLANNING AND ZONING

Response to Scope of Work



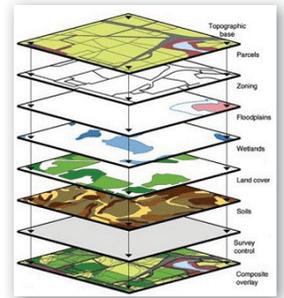
8. The Economic Development Director, along with strategic Planning and Zoning team members when necessary, will participate in meetings with developers, businesses, citizens, community leaders and City personnel on economic development projects and programs. Whenever possible, our efforts will be pro-active to develop business interest for the community.
9. The City's Economic Development Director will serve as a central point of contact for businesses, developers and contractors who use City economic development services, including financial and site selection assistance, urban renewal, and other municipal actions and services related to a specific project (many of which have been mentioned above). Collaboration and networking our services with those of the Perimeter Community Improvement District (PCID), the Dunwoody Chamber of Commerce and other community groups will strengthen the overall success rate. Clark Patterson Lee is a new member of the Dunwoody Chamber of Commerce and we look forward to a terrific partnership with this group.
10. There are always challenges associated with economic development. Identifying the challenges early in an economic development effort is a key factor in defining a solution and solving problems that lead to ultimate success. Once again, it takes a pro-active approach to identify the challenges early in the process and a "can do" attitude to solve the problems.
11. Analysis of opportunities for promoting private development and for securing job creation and increased tax base investments have been and will continue to be a primary economic development activity. One tool that we have at our disposal is the CoStar software that the City purchased. Mr. Starling is fluent in the use of this software, which is a useful tool for not only identifying the opportunities, but also provides useful information for further analysis.
12. Mr. Starling will have the resources of our entire team available to identify and perform other economic development responsibilities as they become necessary.

GEOGRAPHICAL INFORMATION SYSTEMS (GIS)

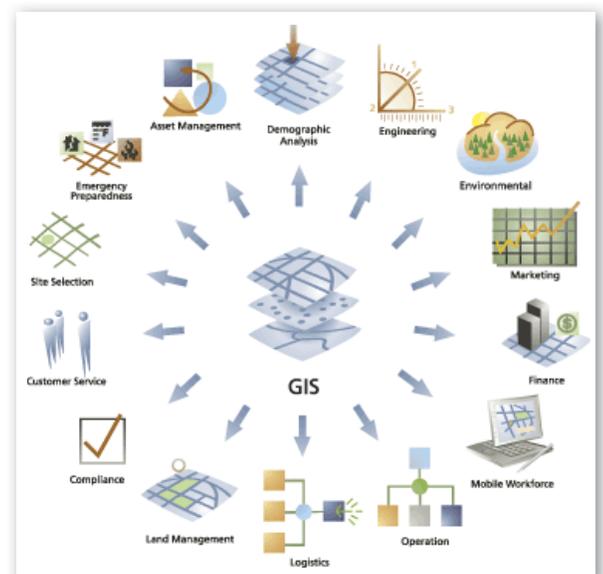
1. Our team developed the City's current GIS database, which we will continue to develop, maintain and update, as necessary. The development of the GIS database included the creation of a survey quality parcel layer for the over 13,000 properties within the City. Since then, we have created a zoning parcel layer that is used for property zoning. These updates and maintenance are ongoing activities that will occur on not less than a monthly basis.
2. We will regularly review data that is contained within the existing GIS system and coordinate with all other necessary City personnel to obtain pertinent data to be included within the GIS. An example is the storm water inventory, which will need to be updated with new developments and redevelopments. Dunwoody's GIS product is a high quality tool and if properly maintained will serve as an incredible resource for the City.
3. We will always have a least one employee available during business hours that is capable of operating, printing and extracting information, including maps, from the GIS in a timely manner as directed by the City Manager or City department head. In addition, we plan to continue the relationship we have with TerraMark Land Surveying as a sub-consultant. TerraMark assisted CPL with the creation of the GIS parcel layer and also assisted the Public Works department with the storm water inventory. This continuity will be beneficial to all.



4. We have purchased and are in the process of implementing a public portal within the Community Development GovPartner software that will provide the public with access to limited City GIS files through a link on the City website. The completed product is currently anticipated for internal trial in June and a public launch in July. This will also serve as a tool for all staff in the City. We are also exploring a variety of other resources that include GIS browsers that could be installed on all computers and having the GIS database moved to the City's network, making it available to all City staff in a read only format. An application for use on Apple's iPad product is also available, which we are conducting trials with now.
5. Our staff GIS employee will collaborate with management in an effort to maintain, develop, implement and improve the GIS standards, policies and procedures.
6. Our staff will also maintain all existing and future GIS data layers. These are currently housed as part of our enterprise server, but as previously mentioned, there would be advantages to storing this information on a City wide network. Either way, we will work diligently to maintain the data. In accordance with the response to question nos. 105 and 106 in Addendum No. 1 issued for this proposal, we understand that the future costs for software and hardware, including annual license renewals, updates and maintenance will be paid for by the City. Our staff will maintain the data.
7. We will maintenance the data will include the development of new data layers and maps requested by the City or its contractors to meet City business needs.
8. We will provide any GIS related information and/or data in response to requests and needs of City personnel as well as any IT Department employees who may be engaged in City of Dunwoody Planning and Zoning projects.
9. We will identify and perform other GIS related responsibilities where we reasonably anticipate needs that are not specifically set forth above. Establishing a network database that is available to all City users is an example we anticipate.



The delivery of high quality services is a top priority. It is more than just great customer service, as we feel the charge to manage appropriate growth for the community. Our approach starts with the staff that are assembled for Dunwoody. As mentioned earlier, we focus on employees with great attitudes and team players. All team members need to play an active role in doing work within the department. Our goal for the past 2 ½ years has been to be a key City partner and that we've established a win-win relationship. We strongly believe that this has been accomplished and we are excited about what the future holds for Dunwoody. We are absolutely committed to providing top notch service at a cost-effective price. All employees have individual responsibilities, but the success of the City for the benefit of the tax payers is our goal.



2.4 PLANNING AND ZONING

Response to Scope of Work

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

We want all individuals that encounter our firm to have a complete positive experience and that they feel there was great value added for the cost of services. We welcome collaboration with City staff to research, evaluate and, if authorized, implement efficiency and cost-saving improvements. It is through these collaborative efforts that we ensure we always add value and help move the community in a positive direction.



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

Communication is primary tool used to deliver our services. As such, we utilize a variety of tools to maintain appropriate and timely communication with the City Manager and City staff requests. For routine communication, we have found that e-mail provides a useful written message that is not disruptive and can be responded to as the City Manager's and/or City staff's schedules permits. More formal communication is best provided in the form of a memorandum when the document is likely needed for communication beyond the initial contact. An example is materials used for City Council meeting agendas. These documents are frequently made available to the public via posting on the City website. Accuracy and professionalism are very important at all levels of communication. Face to face verbal communication is often necessary, but should always be followed up with written communication.

Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.

As Clark Patterson Lee already staffs the Planning and Zoning functions in Dunwoody, we do not expect any significant transition issues in this area. Should we be unsuccessful in our pursuit of the Building Permits and Inspections contract, there would be transition issues to consider that impact Planning and Zoning. As the Planning and Zoning functions are currently combined with the Building Permits and Inspections work in a single Community Development contract, there are areas were we have staff serving both functions. Some adjustments to segregate these tasks may be necessary. At all times (beginning of a contract, end of a contract and everything in between), we pledge to fully cooperate with the City and any new consultant that we must coordinate with.



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

Clark Patterson Lee will provide the City with highly qualified employees that are properly equipped to arrive at work each day, ready to perform their part of the Planning and Zoning function. We understand the City will continue to provide a work space, office furniture, computers (hardware, software and network), telephones, a copier/printer and office supplies. We will continue to provide Dunwoody logo shirts to the staff and cell phones to the employees that need them. We will also cover the cost of continuing education, professional licenses, professional memberships and certifications. We will be respectful of the City provided facilities and equipment, along with the efficient use of the resources and supplies.

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

Clark Patterson Lee endorses a culture of sustainability both within our offices and, to the greatest extent practical, as part of our professional services philosophy. Not only is it the right thing to do, but it is also a part of what Dunwoody is and we expect this topic to be an important part of the selection criteria for this assignment.



CPL embraces energy/resource conservation measures and the sustainability concepts advocated by the US Green Building Council (USGBC), which we are a member of. This is demonstrated via LEED, Green Globes, the Georgia Peach program and other similar industry standards. At present, the number of LEED-accredited Clark Patterson Lee professionals is 28, which is a resource we make available to the City of Dunwoody.

As an example of our commitment to sustainability, one of our proposed City Engineering staff members, Mr. Clay Reichert, PE, LEED AP BD+C, is a LEED Accredited Professional. Also, two of our employees (K. Scott Gordon, AIA, LEED AP and Tim Pulver, AIA, ID, LEED AP) designed the first LEED certified City Hall in the State of Georgia (City of Suwanee). These gentlemen will be a tremendous resource to the City of Dunwoody.

Our Dunwoody staff members, Jeff Timler and Rebecca Keefer, have provided leadership for the sustainability efforts in Dunwoody very well. In a short period of time, they helped the City obtain the Atlanta Regional Commission (ARC) Green Communities Bronze level certification. We have applied for and expect to obtain the Silver level certification later this year. Recently, Ms. Keefer was invited to speak at the GMA conference on the topic of Sustainability and Green Communities.





Section III ~ Response to Scope of Work

2.6 Building Permits and Inspections



2.6 BUILDING PERMITS AND INSPECTIONS

Response to Scope of Work

3

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

The City of Dunwoody seeks to ensure top quality facilities in which to live and conduct business. Accordingly, they have created a standalone Building Permits and Inspections Department. This department processes all building and special event permits, and provides building inspections and code enforcement services.

Clark Patterson Lee has provided these services for the City of Dunwoody since the City's inception on December 1, 2008. This work, which is part of our Community Development agreement with the City, has uniquely enabled us to best understand the current and future needs of the City. Our mission has been and will continue to be one that inspects the processes associated with building construction and enforces City codes equitably and fairly, always putting the safety of Dunwoody's citizens first.

Mission Statement

The mission of the Building Permits and Inspections Department is to accommodate the processes associated with the development of land over time. The Department is charged with the responsibility of managing Dunwoody's growth, which may involve the tasks of building permitting, sustainability promotion, stormwater management, code compliance, and city engineering in a manner that promotes business enterprises, while protecting the quality of life for all of our constituents.

We know Dunwoody and Dunwoody knows Clark Patterson Lee. The following section outlines our understanding of the service delivery objectives, work activities and deliverables. These have been listed to correspond with each item within the Building Permits and Inspections scope of work.

Clark Patterson Lee acknowledges and will comply with the General Service Delivery Requirements a through y, as stated in the City's RFP for these services.

GENERAL REQUIREMENTS

1. CPL will provide a Building Permits and Inspections Director. We propose the current Chief Building Official, Michael Nier, for that position.
2. CPL will provide these services under the Planning and Zoning Director. We believe there are synergies to be realized by combining these departments that will become obvious as the City further analyzes our proposal.



2.6 BUILDING PERMITS AND INSPECTIONS

Response to Scope of Work



3. We believe in providing a primary contact and a secondary contact, available in person or by telephone on a twenty-four (24) hour basis, seven days per week. They are listed here for your use.

Primary 24/7 Contact	Rich Edinger 770-337-2515 (mobile)
Secondary 24/7 Contact	Kevin McOmber 770-861-2896 (mobile)

4. Our staff will inspect the City's recreational facilities to ensure they are in good repair. We will create a report of our findings for the City Manager or his designee.
5. We currently intend to perform these services with our own employees. If a decision is later made to subcontract a portion of the staffing, we will provide close supervision to our subcontractor(s) to ensure that they perform their contractual duties effectively and efficiently. However, we will not replace any staff member without the written approval of the City Manager.
6. The verification and update of information provided to or obtained is an on-going task that we will maintain. An example is our current efforts to utilize the recently released 2010 census information. Another is information used to keep our GIS system accurate and up to date.
7. The City's current process is partly reactive and partly proactive. In the reactive part, we act on specific complaints from Citizens to determine if a the code has been violated. Our focus has been to educate the violator about the code, and convince them to comply, and we give them a number of opportunities to do this before issuing a court citation. In the proactive part, we have designed an apartment code compliance program that seeks to identify and make apartment owners responsible for fixing code violations in the Public and private areas of their buildings and grounds. We will consult with the City Manager to review this process. This feedback will be incorporated into the updated process and we will implement it.
8. The City's building codes apply everywhere within the City boundary, and CPL will enforce the code as directed by the City Manager, Mayor and City Council.
9. A great deal of communication must and does go on between Planning and Zoning and Building Inspections. The zoning code must be enforced during the building construction process, and this role will fall to the Building Inspections and Permitting Department. The inspectors will seek guidance from the Planning and Zoning Department regarding the appropriate application of the zoning code. Also, the Planning and Zoning Department must be ready to meet with owners to discuss ways to bring their properties into compliance. Our Inspectors will also ensure acquisition of any State and federally mandated certifications.
10. The Building Permits and Inspections Department will enforce the City's adopted housing codes, which include the International Building code and the Property Maintenance Code.
11. Our staff will issue permits for special events and collect permit fees or, on the approval of the City Manager, issue an invoice that the applicant can take to the Finance window to pay. This current method maximizes security by minimizing the number of people handling money.



12. CPL will work with the City Manager to develop a system of standards for taxi and limousine licensing and compliance that can be considered by the City Council.
13. Our staff will provide advice on building and zoning matters to City staff, citizen advisory groups, boards and commissions on permitting and inspections issues.
14. Performance indicators are tracked monthly to ensure inspectors are not overburdened and that project records are properly maintained throughout the project life. For example, when an applicant submits an application for a permit, there is a plan review function, a permitting function, a fee payment and an inspections function. Records must be kept electronically for these areas. Reporting on different aspects of a database is the surest way to maintain the records in good order. Additionally, reports must be made on a monthly basis to the DeKalb Soil and Water Conservation District. CPL will continue to track performance measures and maintain the City's permits and inspections database.
15. We believe that a pro-active approach to Permitting and Inspections issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. CPL takes a team approach and a "can do" attitude. We will always work hard to find solutions and strike "not my job" from our vocabulary.



Describe your firm's approach and methodology to ensure deliver of high quality services.

BUILDING PERMITS AND INSPECTIONS

1. CPL will staff and maintain the Inspections and Permitting Departments for the City.
2. We will review the current plan review and permitting process in coordination with the City Manager and implement recommended changes.
3. Our staff established the City as a Local Issuing Authority with the Georgia EPD and we will maintain that status.
4. We will review the current building permitting process in coordination with the City Manager and, if warranted, implement revisions to the process.
5. Our staff will perform inspections in compliance with the City's building and other codes to ensure that new and renovated buildings design meets building and trade codes.
6. Our inspectors are Certified Level 1B erosion and sediment control inspectors, which gives them the authority to inspect erosion control best management practices in a regulatory role. CPL has engineers on staff that have their Level 2 Certified Design Professional certification, which enables them to review erosion, sedimentation and pollution control plans for compliance with the NPDES permit for Construction Stormwater. We will review our inspection process with the City Manager to ensure that we are effectively and efficiently enforcing the City's Erosion and Sediment Control Ordinance and the NPDES permit.



2.6 BUILDING PERMITS AND INSPECTIONS

Response to Scope of Work



7. Our staff will review the current sign ordinance, in coordination with the City Manager, and implement agreed upon changes. We will issue all temporary and permanent sign permits at the direction of the Planning and Zoning Department and collect permit fees as appropriate.
8. From Dunwoody's incorporation, CPL streamlined the permitting process to make it easy to obtain building and other permits from the City. We have posted the permitting process on the internet so that prospective permit applicants can find the information they need quickly and easily. Our development coordination staff is trained to help applicants get the permits they need quickly, whether in person or by mail. We will continue to issue all permits in accordance with Dunwoody's codes and pledge to continuously review our processes to streamline the permitting function.
9. Our staff uses Community Development Partner software to record all plan review, permitting and inspections records. We have converted this information on an annual basis to a GIS points shapefile so that the permitting information can be available in a geographic format.



10. The permitting software that the City currently uses is cloud-based software accessible from any computer with a web browser. CPL will create a public portal that allows permit applicants to check the status of Permits and inspections via the Internet.
11. Our commitment to sustainable design goes to the core of who we are as design professionals. Our architects designed the first LEED-certified City Hall in the state of Georgia, so we are intimately familiar with the Green Building technology and principles. We will review and revise, as appropriate, the current methods used to incorporate energy efficient and sustainable LEED standards into the permitting and inspections process.
12. We believe that a pro-active approach to Permitting and Inspections issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. CPL takes a team approach and a “can do” attitude. We will always work hard to find solutions and strike “not my job” from our vocabulary.

CODE COMPLIANCE

1. We will ensure that the City’s housing codes are met by both pro-active and reactive means. Pro-actively, our front line for compliance with housing codes will occur with building permitting and inspection of new construction. We will be in a position to ensure that new housing and renovation meets current codes through building inspections prior to issuance of a Certificate of Occupancy. Through the “Sweeps” program we currently perform, we will continue to pro-actively improve the level of compliance with Dunwoody’s property maintenance code for its inventory of apartment housing. These pre-emptive inspections are an important means of ensuring the safety of Dunwoody’s citizens. Recently through inspection of an apartment building, a faulty sprinkler system was detected and a repair was performed approximately 30 days before a fire in this same building was extinguished with the repaired sprinkler system, possibly saving several lives. Our reactive means for code compliance is based on citizen complaints. The Code Compliance Division responds to complaints within 24 hours and takes action to investigate the complaint and inform and educate the property owner of any code violation that is observed. The Code Compliance Division’s current policy for code compliance is based on first educating the offender of the code, persuading the offender to comply and issuing a citation as a last resort when compliance cannot be achieved through education and persuasion.
2. We will review and revise, in coordination with the City Manager, a plan for and on-going code compliance process for the City. We will review the successes and areas for improvement of the current “Sweeps” program and seek ways to improve this successful program for protecting the safety, welfare and property values for the citizens of Dunwoody. We will also review the current reactive program based on citizen complaints and diligently work on areas where improvement is needed.
3. The Code Compliance division will prevent and remedy violations on City rights-of-way as well as private and commercial properties. This will be achieved through pro-active and reactive methods. In addition to responding to citizen complaint phone calls, we will create a “Report a Violation” form on Dunwoody’s web site in which citizens can upload a photograph of a violation and describe the violation and its location. These reports will be forwarded to the code enforcement officers for review. Code enforcement officers will also be observant of violations within rights-of-way and other public



2.6 BUILDING PERMITS AND INSPECTIONS

Response to Scope of Work



property as they travel to various residences and commercial locations during the course of each day. The code enforcement officers will seek compliance with City and State ordinances as directed by the City Manger, Mayor and or City Council by first educating the offender of the code violation, persuading the offender to comply and citing if education and persuasion are ineffective in achieving compliance.

4. The Code Enforcement Division will coordinate with the City's Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.
5. The Code Enforcement division will issue permits and collect permit fees for special events at the direction of the Planning and Zoning Department.
6. The Code Enforcement division will work with the City Manager to identify and perform other code enforcement compliance responsibilities where they can be reasonably anticipated where they are not specifically set forth above.
7. Creating, maintaining and storing code compliance files for easy retrieval is an important task that our staff will perform. As with any regulatory program, documentation is required to show compliance.
8. We believe that pro-active and reactive approaches to Code Compliance issues are the best ways to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. We take a team approach and a "can do" attitude. We will always work hard to find win-win solutions and take all actions necessary to educate citizens regarding code compliance and minimize code violations.

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

We want all individuals that encounter our firm to have a complete positive experience and that they feel there was great value added for the cost of services. We welcome collaboration with City staff to research, evaluate and, if authorized, implement efficiency and cost-saving improvements. It is through these collaborative efforts that we ensure we always add value and help move the community in a positive direction.



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

Communication is primary tool used to deliver our services. As such, we utilize a variety of tools to maintain appropriate and timely communication with the City Manager and City staff requests. For routine communication, we have found that e-mail provides a useful written message that is not disruptive and can be responded to as the City Manager's and/or City staff's schedules permits. More formal communication is best provided in the form of a memorandum when the document is likely needed for communication beyond the initial contact. An example is materials used for City Council meeting agendas. These documents are frequently made available to the public via posting on the City website. Accuracy and professionalism are very important at all levels of communication. Face to face verbal communication is often necessary, but should always be followed up with written communication.



Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.

As Clark Patterson Lee already staffs the Planning and Zoning functions in Dunwoody, we do not expect any significant transition issues in this area. Should we be unsuccessful in our pursuit of the Building Permits and Inspections contract, there would be transition issues to consider that impact Planning and Zoning. As the Planning and Zoning functions are currently combined with the Building Permits and Inspections work in a single Community Development contract, there are areas where we have staff serving both functions. Some adjustments to segregate these tasks may be necessary. At all times (beginning of a contract, end of a contract and everything in between), we pledge to fully cooperate with the City and any new consultant that we must coordinate with.

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

Clark Patterson Lee will provide the City with highly qualified employees that are properly equipped to arrive at work each day, ready to perform their part of the Planning and Zoning function. We understand the City will continue to provide a work space, office furniture, computers (hardware, software and network), telephones, a copier/printer and office supplies. We will continue to provide Dunwoody logo shirts to the staff and cell phones to the employees that need them. We will also cover the cost of continuing education, professional licenses, professional memberships and certifications. We will be respectful of the City provided facilities and equipment, along with the efficient use of the resources and supplies.

2.6 BUILDING PERMITS AND INSPECTIONS

Response to Scope of Work

3



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

Clark Patterson Lee endorses a culture of sustainability both within our offices and, to the greatest extent practical, as part of our professional services philosophy. Not only is it the right thing to do, but it is also a part of what Dunwoody is and we expect this topic to be an important part of the selection criteria for this assignment.

Our staff embraces energy/resource conservation measures and the sustainability concepts advocated by the US Green Building Council (USGBC), which we are a member of. This is demonstrated via LEED, Green Globes, the Georgia Peach program and other similar industry standards. At present, the number of LEED-accredited Clark Patterson Lee professionals is 28, which is a resource we make available to the City of Dunwoody.

As an example of our commitment to sustainability, our proposed City/Stormwater Engineer, Clay Reichert, P.E., is a LEED Accredited Professional. Also, two of our employees (K. Scott Gordon, AIA, LEED AP and Tim Pulver, AIA, ID, LEED AP) designed the first LEED certified City Hall in the State of Georgia (City of Suwanee). These gentlemen will be a tremendous resource to the City of Dunwoody.

Our Dunwoody staff members, Jeff Timler and Rebecca Keefer, have provided leadership for the sustainability efforts in Dunwoody very well. In a short period of time, they helped the City obtain the Atlanta Regional Commission (ARC) Green Communities Bronze level certification. We have applied for and expect to obtain the Silver level certification later this year. Recently, Ms. Keefer was invited to speak at the GMA conference on the topic of Sustainability and Green Communities.





Section III ~ Response to Scope of Work

2.7 Parks and Recreation



2.7 PARKS AND RECREATION

Response to Scope of Work

3

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

Clark Patterson Lee has been providing Park Planning and Design services for a variety of public clients for many years. We embrace the responsibility of managing Dunwoody's Parks and Recreation staff and are confident in our ability to maintain the existing parks and programs.

Mission Statement

Our mission is to provide essential services, facilities and programs necessary for the positive development and well-being of the community through the provision of parks, greenways, trails and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources.

We know Dunwoody and Dunwoody knows Clark Patterson Lee. Below we have outlined our understanding of the service delivery objectives, work activities, and deliverables. These have been listed to correspond with each item within the Parks and Recreation scope of work.

Clark Patterson Lee acknowledges and will comply with the General Service Delivery Requirements a through y, as stated in the City's RFP for these services.

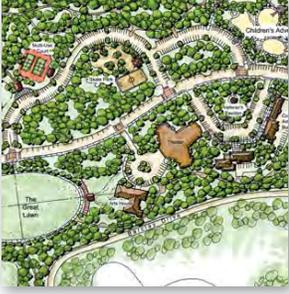
GENERAL REQUIREMENTS

1. Upon approval of the City, we will provide a Parks and Recreation Manager, with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities identified in the scope of work. We are proposing Mr. H.S. "Chip" Randall, III, P.E. for the Manager role. Mr. Randall has over 23 years of overall public sector work experience and has worked with CPL for over 12 years. His extensive park experience includes a Board Position with the Gwinnett County Parks and Recreation Authority. A copy of his resume is included in Section 4 of this proposal. We will not replace the approved Manager, without written approval of the City.



2.7 PARKS AND RECREATION

Response to Scope of Work



2. Clark Patterson Lee is prepared to commit the resources of our firm, under the direction of the City Manager or his designee. If we are the successful contractor for Public Works, we believe there could be some advantages to having this Manager report to the Public Works Director, who also has extensive Parks and Recreation experience.

3. We believe in providing a primary contact and a secondary contact, available in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week. They are listed here for your use.

Primary 24/7 Contact –	Rich Edinger 770-337-2515 (mobile)
Secondary 24/7 Contact -	Kevin McOmber 770-861-2896 (mobile)

4. We understand the importance of providing off-hours emergency service and support on a twenty-four (24) hour basis, seven (7) days per week. CPL will be able to self-perform many tasks in this area, but we will also develop a procurement process (either with Public Works or on our own) for securing a variety of on-call emergency services.

5. Through regular daily inspections of the recreational facilities, we will ensure that the parks are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for facility maintenance. We recognize the importance of maintaining the parks, as it is a direct reflection on the City.

6. We will provide supervision of contractors providing parks and recreation services to ensure that all contracts perform contractual requirements effectively and efficiently.

7. The verification and update of information provided to or obtained is an on-going task that we will maintain.

8. We will comply with all local, state and federal regulations applicable to performing work within a City park or recreational facility. Some examples of this would be maintaining stream buffers, following flood plain management ordinances, obeying OSHA safety regulations and following instructions for fertilizers and insecticides. As much of the maintenance work itself is planned to be performed through a future demands contract that we prepare and manage, we will follow the City's purchasing policy and work closely with the Finance and Administration Department Purchasing Director.

9. Our staff will track, maintain and report key performance indicators for Parks and Recreation data and will continue to do so in a manner that is acceptable to the City.

10. Our staff believes that a pro-active approach to Parks and Recreation issues is the best way to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. CPL takes a team approach and a "can do" attitude.



Describe your firm's approach and methodology to ensure deliver of high quality services.

PARKS MAINTENANCE

1. We will plan, implement and coordinate staffing and contact administration for the daily maintenance and use of all public parks and recreational facilities. Our proposed staff members have provided these services before and plan to manage a procurement process that will secure well qualified vendors to perform tasks such as maintenance, mowing and facility cleaning.
2. Our Parks and Recreation Manager has extensive golf course experience, which will be useful in selecting an appropriate vendor to manicure the City parks. This work will include internal and external cleaning of all facilities daily, mulching and playgrounds. Special emergency response will be given to any condition that is observed that may be a safety hazard.
3. It is crucial that repairs are completed in a timely manner. Clark Patterson Lee believes in the broken windows theory, which is a criminological belief of the norm setting and signaling effects of urban disorder and vandalism on additional crime and anti-social behavior. The theory states that monitoring and maintaining environments in a well-ordered condition may prevent further vandalism as well as an escalation into more serious crime. We will have a sense of ownership for the City parks and will take pride in the way they are maintained, including all of the issues identified in the RFP.
4. We will review, revise, develop and recommend to the City Manager short, mid and long range plans for capital improvements. As we have program management experience, we understand this task and are prepared to perform this with detailed spreadsheets and illustrations.
5. Clark Patterson Lee has a successful history providing grant writing assistance to our clients. We will provide this assistance to Dunwoody as part of this contract, as we identify, develop and prepare submissions for federal, state or local funding and grant programs. We will also provide fund oversight as required by law.
6. We will oversee the planning, procurement and execution of capital projects for park improvements including, but not limited to, bonded capital projects. Several of our staff members were involved with the \$17.7 million City of Suwanee Open Space and Green Space Bonds and worked with the City in both staff and design capacities. This experience would be very useful, should the City pass a similar referendum.
7. Our staff will manage the maintenance of all existing Parks and Recreational facilities as outlined in the City RFP and our proposal response, including other recreational facilities acquired by the City during the term of this agreement.
8. As previously stated, our philosophy involves a pro-active approach to parks and recreation maintenance responsibilities. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. Our staff takes a team approach, a "can do" attitude and we will always work hard to find solutions.



2.7 PARKS AND RECREATION

Response to Scope of Work



RECREATION

1. Our team will develop and recommend to the Parks and Recreation Director short, mid and long-term plans for capital improvements and implement said plans as directed. The short term plan recommended would entail identification, prioritization and repair of any parks and recreation facilities that have safety-related problems or critical maintenance needs. Mid-term plans would be to identify, prioritize and repair facilities where deferring maintenance would result in more costly repairs later. Also in the mid-term plan would be this identification and contracting for purchase of real estate in locations where there would be most benefit to the completion of Dunwoody's Parks and Recreation system. The current economic conditions will allow the City to negotiate exceptionally favorable prices for desirable park locations in the mid-term. Long-term plans for capital improvements would include acquisition and construction of parks in locations that are underserved and provide the most benefit to the citizens of Dunwoody and refurbishment of existing parks that have need.
1. We will plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities. In coordination with the City Manager, Mayor and City Council, The Parks and Recreation Director will manage the staff and City Parks and Recreation staff to provide for the daily maintenance of parks and recreational facilities. The Parks and Recreation Director will create and administer demand services contracts for maintenance of the parks and recreation facilities as well as for the construction of new parks and recreation facilities.
2. Staff members will recommend, implement and coordinate staffing for planning and promoting of recreational programs and special events sponsored by the City. These special events may include but are not limited to festivals and 5k's. The Parks and Recreation Director will review previous year's scheduled events and develop a new schedule for events in coordination with the City Manager for presentation to the Mayor and City Council.
3. The above schedule of events will be coordinated with Park and Recreation staff to ensure the proposed dates for the events do not conflict with other City or major community activities prior to presentation to the Mayor and City Council.
4. We will coordinate the special events with the City of Dunwoody Police Department for traffic control, EMS for emergency services and will create and administer a demand services contract for setup before and cleanup after events.
5. We will create and administer a demand services contract for private instructors programs.
6. In coordination with the Dunwoody Finance Department, CPL will manage and administer the collection of all fees and revenues from City provided recreational programming, devise, and implement a system for security of all revenues collected.
7. In coordination with the Public Works Department, CPL will coordinate specified aspects of utilization of parks with emergency management procedures of local, state and federal agencies.



8. Our staff will manage will planning, implementing and coordinating staffing for the planning and promoting of recreation programs and special events. The team will organize volunteers for special events and create and administer a demand services contract for additional staff required for large events where City staff or volunteer staff are insufficient for the event.
9. We will plan, implement and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed. CPL will create and administer a demand services contract for additional staff required when City staff or volunteer staff are insufficient for the staffing needs.
10. In coordination with the Public Works Department, we will establish, operate and oversee all aspects of emergency management procedures with local, state and federal agencies to ensure a safe recreational system.
11. Our team will maintain and update a programming and management plan for the continued operation of the Brook Run Skate Park.
12. Creating, maintaining and storing parks and recreation maintenance files for easy retrieval is an important task that our staff will perform. As with any regulatory program, documentation is required to show compliance. In coordination with the Planning and Zoning Department, we will coordinate data for Dunwoody's parks and recreational facilities with the GIS department for integration into the GIS system.
13. We believe that pro-active and reactive approaches to Parks and Recreation issues are the best ways to lead the community and provide superior customer service. We recognize that there are often unique and non-ordinary tasks that we must react to from time to time. Our team takes a team approach and a "can do" attitude. We will always work hard to find win-win solutions and take all actions necessary to ensure a well-maintained and attractive parks and recreation system for the City of Dunwoody.



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

We want all individuals that encounter our firm to have a complete positive experience and that they feel there was great value added for the cost of services. We welcome collaboration with City staff to research, evaluate and, if authorized, implement efficiency and cost-saving improvements. It is through these collaborative efforts that we ensure we always add value and help move the community in a positive direction.

2.7 PARKS AND RECREATION

Response to Scope of Work



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Section IV ~ Proposed Personnel



CITY OF DUNWOODY MUNICIPAL GOVERNMENT SERVICES Proposed Personnel

4



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

It is our intent to rely on the availability of our “back office” service staff to fill in when needed to accommodate on-site staff members during inevitable times of vacancy. We also believe it is critical to cross train departmental staff so that short term vacancies can be easily covered as to not interrupt the high level of customer service expected by the City and the community.



Describe Contractor’s and any proposed staff’s qualifications and experience with the delivery of municipal services; particularly those described for this project.

100% of our proposed staff have extensive experience working with municipal governments. Most of our staff members have, at some point in their career, actually worked for a government entity. As an example, Mr. Rich Edinger, a proposed department Director, was the Public Works director for the City of Suwanee for almost four years. Prior to that, he spent approximately four years working for Gwinnett County as a Principal Stormwater Engineer.



The vast majority of Clark Patterson Lee’s experience is working for public sector clients.

Provide resumes or professional profiles of key personnel (Directors and Managers) already identified that the Contractor would likely assign to this project.

The proceeding tabs contains resumes for each of the following service areas:

- 2.2 Public Works
- 2.4 Planning and Zoning
- 2.6 Building Permits and Inspections
- 2.7 Parks and Recreation



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

The proceeding tabs contains organizational chart for each of the following service areas:

- 2.2 Public Works
- 2.4 Planning and Zoning
- 2.6 Building Permits and Inspections
- 2.7 Parks and Recreation





Section IV ~ Proposed Personnel

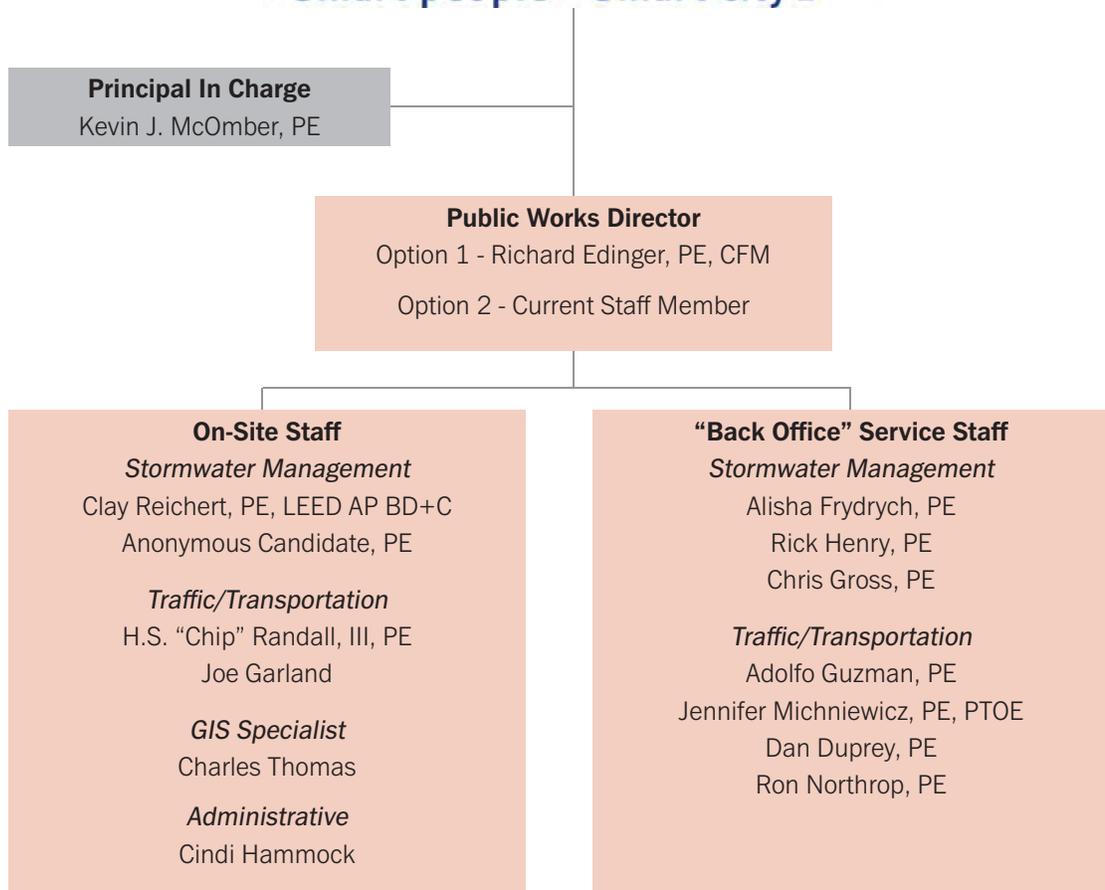
2.2 *Public Works*



2.2 PUBLIC WORKS

Proposed Personnel

4



This organizational chart demonstrates our capability to operate this department with exceptionally well qualified staff members. However, CPL is willing to hire/retain existing staff should the City prefer.





Kevin J. McOmber, P.E.

SENIOR VICE PRESIDENT

Mr. McOmber has been involved in the design and supervision of a wide variety of construction projects with a passion for community service. His 24 years of experience (22 years with Clark Patterson Lee) include interaction with state and local agencies for permitting and approval processes as well as extensive client interaction during project planning and execution. His specialties focus on the quality control and coordination of complex multi-disciplined projects. In particular, he has managed the design and construction administration of many significant public works projects.

EDUCATION

- B.S., Civil Engineering - Rochester Institute of Technology; 1997
- A.A.S., Construction Engineering Technology - State University of New York at Alfred; 1987
- A.A.S., Architectural Engineering Technology - State University of New York at Alfred; 1986

PROFESSIONAL REGISTRATION

- Professional Engineer: GA, NC
- Level II Erosion Control Certified Design Professional

City Engineer/Planner

- City of Dunwoody, GA
- City of Duluth, GA
- City of Sugar Hill, GA
- City of Snellville, GA
- City of Stone Mountain, GA
- City of Berkeley Lake, GA

City of Dunwoody Community Development Department Deputy Director

Dunwoody, GA

City of Suwanee

- Town Center
 - Crossroads Municipal Center
 - Water System Improvements
 - Richard Trice Trail
- Suwanee, GA

Snellville Town Center Visioning & Master Plan

Snellville, GA

City of Norcross

- Lillian Webb Community Park
 - Police Department Renovations
 - Municipal Court Renovations
 - Cultural Arts Center
- Norcross, GA

Lilburn Police Department Renovation

Lilburn, GA

Etowah Water & Sewer Authority Headquarters Renovation

Dawsonville, GA

City of Greenville

Haywood Road Corridor Master Plan
Greenville, SC

Braselton Library

Braselton, GA

Morningview Center

Suwanee, GA

Newton County Judicial Center

Covington, GA

Streetscaping Projects:

- City of Ringgold, GA
- City of Woodstock, GA
- City of Jefferson, GA
- City of Lilburn, GA

Pedestrian Trail & Tunnels:

- City of Union City, GA
- City of Lilburn, GA
- City of Suwanee, GA
- City of Stockbridge, GA
- Richard Trice Trail - Suwanee, GA
- Mill Creek Multi-Use Path - Gwinnett County, GA





Richard J. Edinger, P.E., CFM

PRINCIPAL ASSOCIATE

Mr. Edinger has 21 years of public and private sector experience focusing on site development, transportation, hydrology, and hydraulics. This includes interacting with permitting agencies such as Georgia EPD, FEMA, US Army Corps of Engineers, Safe Dams Program, and several counties, cities and stakeholder groups.

Prior to joining Clark Patterson Lee, Mr. Edinger served as the Director of Public Works and Inspections for the City of Suwanee for four years. He managed two departments of City government which included 13 employees, 8 person inmate work crew, 2-4 community service workers, and 4 engineering and construction management consultants. His responsibilities included asset management, grounds and park maintenance, building inspections, code enforcement, contract administration, water system operation, maintenance and construction management, as well as the implementation of contracts to upgrade the water system distribution network and source of supply. Rich also oversaw construction of a \$9million parks and trail system.

Mr. Edinger served the Gwinnett County Public Utilities as a Principal Engineer. In this role he managed the development review section of the Storm Water Management Division and served as contact for Gwinnett County with the Development Community. He also managed a staff of five engineering technicians, and together, they reviewed engineering plans for conformance with County development regulations pertaining to storm water management, including detention pond designs, flood (HEC-RAS) studies and storm drain pipes.

As a Transportation Engineer II with the Georgia Department of Transportation, Mr. Edinger completed the Department's training program by working in various construction, maintenance and design offices. He worked as a design engineer for two departments: Bridge Design and Urban Design. As a project engineer leading a cad technician in Bridge Design, he was responsible for designing several reinforced concrete T-beam bridges and a pre-stressed concrete beam bridge. While in Urban Design, Rich was responsible for writing the concept report for converting an Atlanta city street to 4-lanes, and designed the roadway drainage systems for a road widening. He was involved in a concept study to add a collector-distributor lane system on I-285 and create additional highway bridges at Hammond Drive and Ashford Dunwoody Road.

EDUCATION

- Master of Public Administration - University of Georgia; 2004
- B.S., Civil Engineering - Virginia Tech; 1990

PROFESSIONAL REGISTRATION

- Professional Engineer: GA, NC, VA, TN, SC
- Public Water Supply System Operator - Class 3: GA
- Level II Erosion Control Certified Design Professional
- Certified Flood Plain Manager
- Level II Trainer Certified

PROFESSIONAL AFFILIATIONS

- American Public Works Association

COMMUNITY SERVICE

- Secretary, Gwinnett County Water & Sewer Authority
- Ocmulgee Basin Advisory Council
- Kiwanis
- Boy Scouts of America

City Engineer

- City of Snellville
- City of Dunwoody
- City of Berkeley Lake
- City of Duluth
- City of Stone Mountain
- City of Sugar Hill
- City of Norcross

Land Development Plan Review

- City of Snellville
- City of Dunwoody
- City of Berkeley Lake
- City of Duluth
- City of Stone Mountain
- City of Sugar Hill
- Gwinnett County Schools

City of Suwanee, Georgia

- Road Maintenance Plan
- Sims Lake Dam Rehabilitation
- Suwanee Creek Park
- Suwanee Creek Greenway
- PlayTown Suwanee
- Town Center Park
- Water System Rehabilitation

Gwinnett County DOT

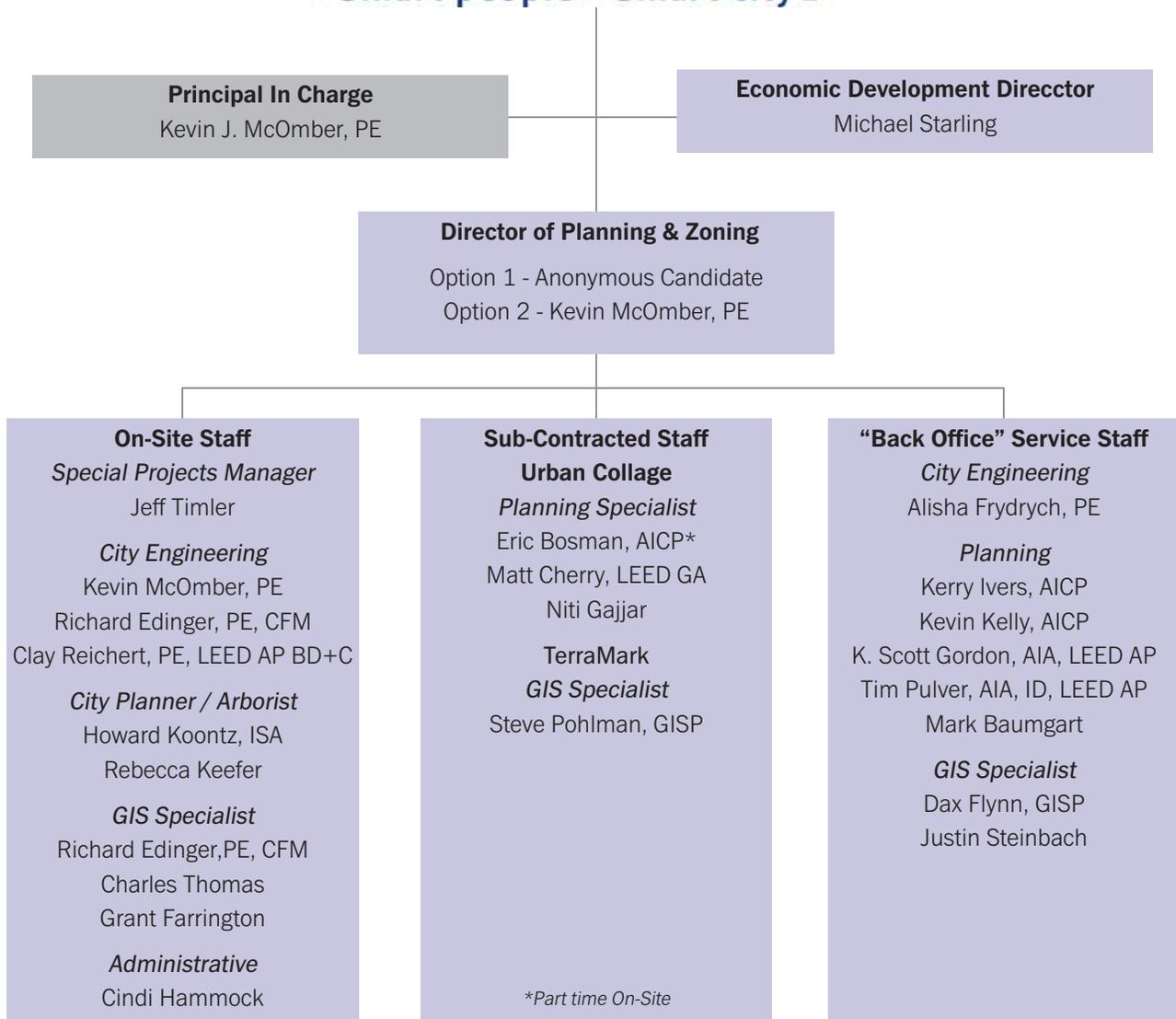
- Williams Road @ Bishop Circle
- Woodward Mill Road @ Buford Highway
- Pharrs Road Sidewalks



2.4 PLANNING AND ZONING

Proposed Personnel

4





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- Richard Trice Trail - Suwanee, GA
- Mill Creek Multi-Use Path - Gwinnett County, GA





Section IV ~ Proposed Personnel

2.4 Planning and Zoning





ANONYMOUS CANDIDATE

This candidate has twenty-six years of professional Planning, Zoning and Development experience in the public sector including municipal government community development operations and management.

Community Development Department Deputy Director (5 Years)

Manage newly incorporated city start-up in accordance with the City Charter. Prepare processes and procedures. Draft new laws and policies for adoption by Mayor and City Council. Manage the creation and adoption of the City's first Comprehensive Plan (year-long process) including land use, transportation, green planning, and a five year implementation program. Develop the City's first Community Development Block Grant 2009-2014 Consolidated Plan and 2009 Action Plan. Responsible for training Mayor, Council, Planning Commission, and Board of Zoning Appeals regarding planning, zoning, and other land development processes, procedures and related topics. Provide and present professional reports and recommendations to elected officials and boards.

Planning and Zoning Director (4 Years)

Responsible for short term and long term planning and development functions, supervised Comprehensive Plan updates to ensure maintenance of Qualified Local Government Status, administered the Impact Fee Ordinance, managed and provided assistance to department planning professionals, performed day-to-day operation of the Planning and Zoning Division, inclusive of Code Enforcement. Extensive interaction with political leaders, property owners, land developers, and real estate professionals occurred. Advised elected officials, various boards, and commissions, served as representative and witness in Superior Court proceedings, prepared division budget, and interpreted/implemented laws and policies.

Zoning Director (3 Years)

Responsible for project management for all developments within the City. Managed development activity with an estimated construction cost of \$151 million, while serving a population of 80,000. Performed land development analysis, negotiated with other city departments, property owners, land developers, and real estate professionals. Managed day-to-day operation of the Planning and Zoning Division, interpreted/implemented laws and policies, and prepared division budget. Served as representative and witness in Superior Court proceedings.

Planning and Zoning Administrator (Department Head) (14 Years)

Progressively promoted from entry level to department head within seven years. Served as Administrative Assistant to the Planning and Zoning Administrator, Planner Technician, Planner, and Planning and Zoning Administrator (Department Head). Administrative duties included coordination and scheduling of various development applications. Planner Technician responsibilities included research, technical plan review, analytical critique, and graphical assistance for planning purposes. Planner responsibilities broadened the scope of previous technical and analytical critique into the preparation of technical, statistical, graphical, and persuasive reports to city departments, boards, commissions, and elected officials. Extensive contact with department head was required. Planning and Zoning Administrator (Department Head) required the overall operation and management of the department. Role required the writing of comprehensive reports, presentations, interpretations, and implementation of short term and long term goals, awareness of public policy, and the ability to balance decisions in a political setting. Created ordinances to reflect desired political direction. Prepared and implemented an Impact Fee System. Provided assistance to various boards, commission, and elected officials. Served as city representative and witness in Superior Court proceedings. Appointed to position by Mayor and Council and served in department head role for seven years.

EDUCATION

- B.S., Geography with an emphasis in City Planning
- Certified Manager, Management Development Program Level I, II and III, Carl Vinson Institute of Government





QUALIFICATIONS AND EXPERIENCE

Mr. Starling brings more than 15 years of experience to Clark Patterson Lee and currently serves as the Economic Development Director for the City of Dunwoody. He is formerly the Senior Business Development Manager for DeKalb County's Office of Economic Development. Michael is responsible for Economic Development and coordination with external stakeholders to maximize of local municipalities efforts in helping to grow the local economy. Mr. Starling works cohesively with strategic partners to retain and grow existing businesses and to attract institutions from the Atlanta metro area, the state, and across the country to the metropolitan area. His established network of relationships and resources are a very valuable asset.

EDUCATION

- B.A., Economics
University of South Florida
- M.S., Urban Policy Studies
Georgia State University

PROFESSIONAL ASSOCIATIONS

- Innovation Crescent Regional Partnership, Founding Member
- Georgia Economic Developers Association
- Georgia BIO
- Georgia Indo-American Chamber of Commerce
- Leadership DeKalb Class of 2007
- Regional Leadership Institute - Class of 2009

City of Dunwoody

Economic Development Director
Dunwoody, GA

DeKalb County Office of Economic Development

Senior Business Development Manager
Decatur, GA

Atlanta Regional Commission

- Senior Program Manager for Governmental Services
- Program Manager for Economic Development Division
Atlanta, GA





Section IV ~ Proposed Personnel

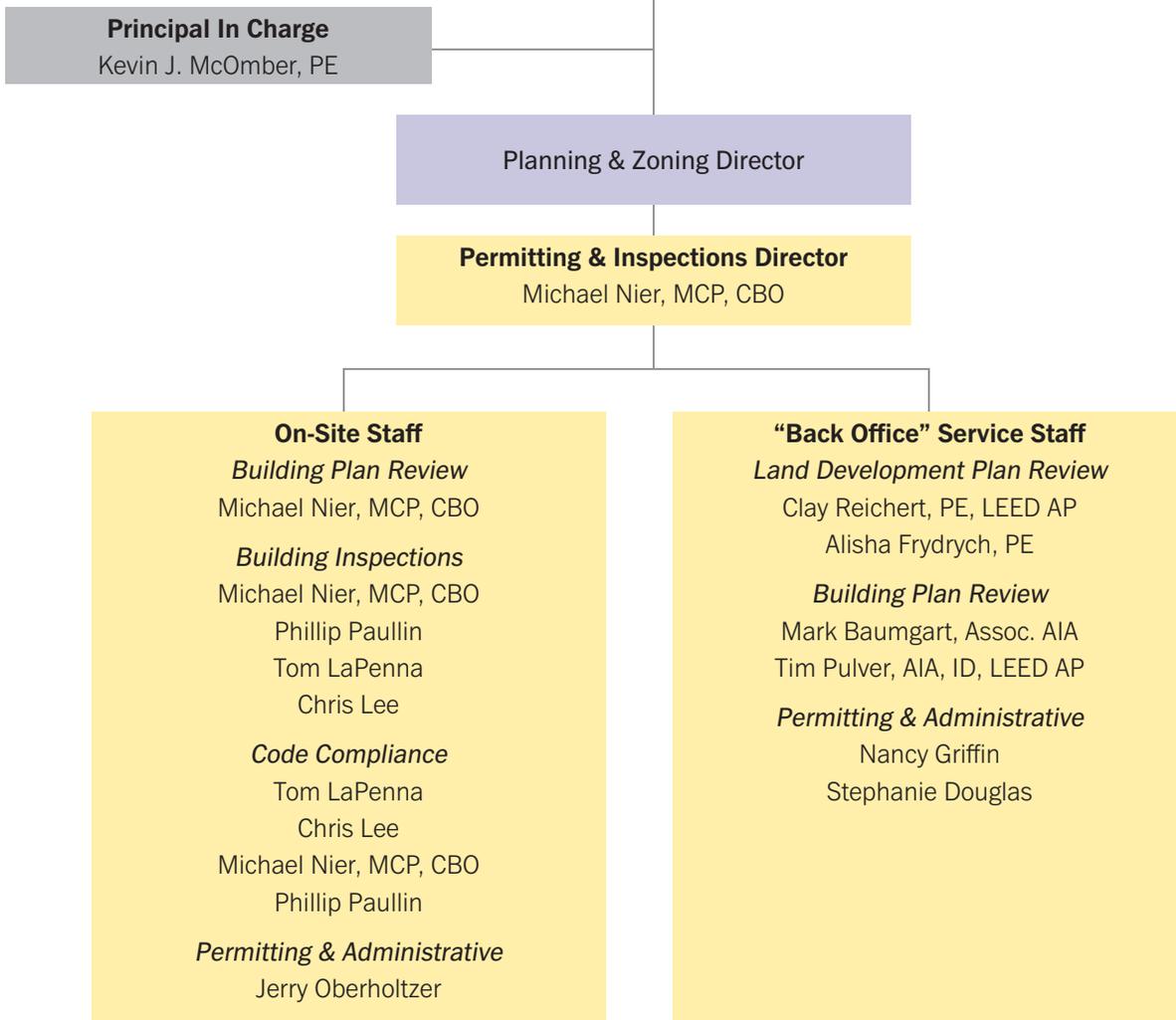
2.6 Building Permits and Inspections



2.6 BUILDING PERMITS AND INSPECTIONS

Proposed Personnel

4





Kevin J. McOmber, P.E.

SENIOR VICE PRESIDENT

Mr. McOmber has been involved in the design and supervision of a wide variety of construction projects with a passion for community service. His 24 years of experience (22 years with Clark Patterson Lee) include interaction with state and local agencies for permitting and approval processes as well as extensive client interaction during project planning and execution. His specialties focus on the quality control and coordination of complex multi-disciplined projects. In particular, he has managed the design and construction administration of many significant public works projects.

EDUCATION

- B.S., Civil Engineering - Rochester Institute of Technology; 1997
- A.A.S., Construction Engineering Technology - State University of New York at Alfred; 1987
- A.A.S., Architectural Engineering Technology - State University of New York at Alfred; 1986

PROFESSIONAL REGISTRATION

- Professional Engineer: GA, NC
- Level II Erosion Control Certified Design Professional

PROFESSIONAL AFFILIATIONS

- American Council of Engineering Companies
- American Society of Highway Engineers
- American Planning Association
- Georgia Planning Association

City Engineer/Planner

- City of Dunwoody, GA
- City of Duluth, GA
- City of Sugar Hill, GA
- City of Snellville, GA
- City of Stone Mountain, GA
- City of Berkeley Lake, GA

City of Dunwoody Community Development Department Deputy Director

Dunwoody, GA

City of Suwanee

- Town Center
 - Crossroads Municipal Center
 - Water System Improvements
 - Richard Trice Trail
- Suwanee, GA

Snellville Town Center Visioning & Master Plan

Snellville, GA

City of Norcross

- Lillian Webb Community Park
 - Police Department Renovations
 - Municipal Court Renovations
 - Cultural Arts Center
- Norcross, GA

Lilburn Police Department Renovation

Lilburn, GA

Etowah Water & Sewer Authority Headquarters Renovation

Dawsonville, GA

City of Greenville

Haywood Road Corridor Master Plan
Greenville, SC

Braselton Library

Braselton, GA

Morningview Center

Suwanee, GA

Newton County Judicial Center

Covington, GA

Streetscaping Projects:

- City of Ringgold, GA
- City of Woodstock, GA
- City of Jefferson, GA
- City of Lilburn, GA

Pedestrian Trail & Tunnels:

- City of Union City, GA
- City of Lilburn, GA
- City of Suwanee, GA
- City of Stockbridge, GA
- Richard Trice Trail - Suwanee, GA
- Mill Creek Multi-Use Path - Gwinnett County, GA





Michael Nier, MCP, CBO

BUILDING PERMITS AND INSPECTIONS DIRECTOR

Mr. Nier has over 20 years of technical and managerial experience. Working with various municipal and commercial clients, he has been responsible for plan reviews, permit approvals, code compliance, and field inspections. Michael currently serves as the Building Official for the City of Dunwoody.

Mr. Nier is a board member of the Northwest Georgia Inspectors Association and was recently named as a member of the Residential Fire Sprinkler Inspector/Plans Examiner Exam Development Committee of the ICC Board for International Professional Standards.

EDUCATION

- A.A.S., Building Trades - Building Construction, Alfred State College, 1991

PROFESSIONAL REGISTRATIONS

- Level 1B Inspector, GSWCC #000004356
- SC Plan Reviewer, License #2213

AFFILIATIONS

- International Code Council
- NFPA
- North Metro Inspectors Association
- IAIE
- DCA Task Force

PROFESSIONAL CERTIFICATIONS

- ICC Certified Building Official, ICC #5169207-CB
- ICC Certified Master Code Professional, ICC # 5169207-MP
- ICC Certified Housing Code Official, ICC # 5169207-H6
- ICC Certified Accessibility Inspector/Plans Examiner, ICC # 5169207-21
- ICC Certified Commercial Combination Inspector, ICC #5169207-C5
- ICC Certified Certified Combination Inspector, ICC #5169207-C8
- ICC Certified, Commercial Building Inspector, ICC #5169207-B2
- ICC Certified Building Plans Examiner, ICC # 5169207-B3
- ICC Certified Building Inspector, ICC # 5169207-B5
- ICC Certified Building Code Official, ICC # 5169207-B6
- ICC Certified Commercial Mechanical Inspector ICC #5169207-M2
- ICC Certified Mechanical Plans Examiner, ICC # 5169207-M3
- ICC Certified Mechanical Code Official, ICC # 5169207-M6
- ICC Certified Commercial Electrical Inspector, ICC #5169207-E2
- ICC Certified Electrical Inspector, ICC #5169207-E5
- ICC Certified Residential Plans Examiner, ICC #5169207-R3
- ICC Certified, One & Two Family Dwelling Inspector, SBCCI Certification #4511, ICC #5169207-R5
- ICC Certified Commercial Plumbing Inspector, ICC #5169207-P2
- ICC Certified Plumbing Plans Examiner, ICC #5169207-P3
- ICC Certified Plumbing Code Official, ICC #516920-P6
- ICC Certified Property Maintenance & Housing Inspector, ICC #5169207-64
- ICC Certified Fire Inspector 1, ICC #5169207-66
- ICC Certified Fire Inspector 2, ICC #5169207-67
- ICC Certified, Residential Electrical Inspector, SBCCI Certification #2176
- Certifications in Mold Inspection and Reporting, through Pro lab and National Academy for Home Inspectors
- Advanced Mold Inspection Training Certification, ESA Certification #11291
- ICC Certified Residential Building Contractor C





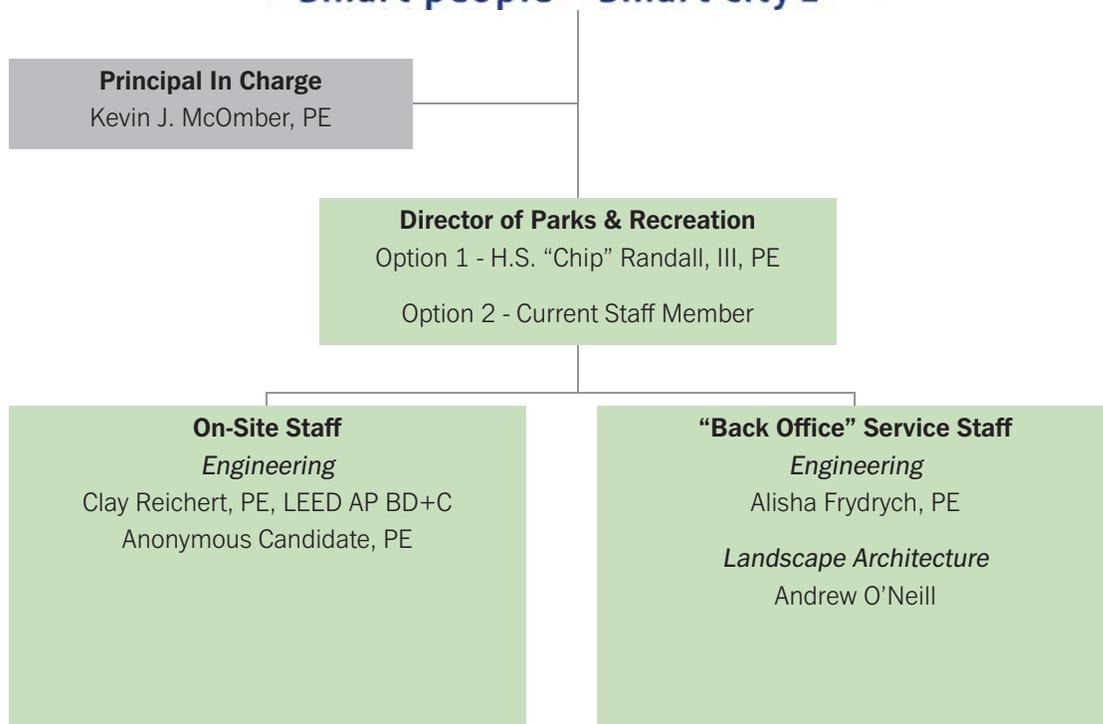
Section IV ~ Proposed Personnel

2.7 Parks and Recreation



2.7 PARKS AND RECREATION Proposed Personnel

4



This organizational chart demonstrates our capability to operate this department with exceptionally well qualified staff members. However, CPL is willing to hire/retain existing staff should the City prefer.





Kevin J. McOmber, P.E.

SENIOR VICE PRESIDENT

Mr. McOmber has been involved in the design and supervision of a wide variety of construction projects with a passion for community service. His 24 years of experience (22 years with Clark Patterson Lee) include interaction with state and local agencies for permitting and approval processes as well as extensive client interaction during project planning and execution. His specialties focus on the quality control and coordination of complex multi-disciplined projects. In particular, he has managed the design and construction administration of many significant public works projects.

EDUCATION

- B.S., Civil Engineering - Rochester Institute of Technology; 1997
- A.A.S., Construction Engineering Technology - State University of New York at Alfred; 1987
- A.A.S., Architectural Engineering Technology - State University of New York at Alfred; 1986

PROFESSIONAL REGISTRATION

- Professional Engineer: GA, NC
- Level II Erosion Control Certified Design Professional

PROFESSIONAL AFFILIATIONS

- American Council of Engineering Companies
- American Society of Highway Engineers
- American Planning Association
- Georgia Planning Association

City Engineer/Planner

- City of Dunwoody, GA
- City of Duluth, GA
- City of Sugar Hill, GA
- City of Snellville, GA
- City of Stone Mountain, GA
- City of Berkeley Lake, GA

City of Dunwoody Community Development Department Deputy Director

Dunwoody, GA

City of Suwanee

- Town Center
 - Crossroads Municipal Center
 - Water System Improvements
 - Richard Trice Trail
- Suwanee, GA

Newton County Judicial Center

Covington, GA

City of Norcross

- Lillian Webb Community Park
 - Police Department Renovations
 - Municipal Court Renovations
 - Cultural Arts Center
- Norcross, GA

Lilburn Police Department Renovation

Lilburn, GA

Etowah Water & Sewer Authority

Headquarters Renovation

Dawsonville, GA

City of Greenville

Haywood Road Corridor Master Plan
Greenville, SC

Braselton Library

Braselton, GA

Morningview Center

Suwanee, GA

Streetscaping Projects:

- City of Ringgold, GA
- City of Woodstock, GA
- City of Jefferson, GA
- City of Lilburn, GA

Pedestrian Trail & Tunnels:

- City of Union City, GA
- City of Lilburn, GA
- City of Suwanee, GA
- City of Stockbridge, GA
- Richard Trice Trail - Suwanee, GA
- Mill Creek Multi-Use Path - Gwinnett County, GA





H.S. "Chip" Randall, P.E.

PARKS AND RECREATION MANAGER

Mr. Randall has over 23 years of experience in all aspects of civil engineering design coordination, surveying, technical report writing, construction management, and supervision of final design preparation and working drawings.

Mr. Randall is the Board Vice Chairman of the Gwinnett County Parks and Recreation Authority, which in 2010 was recognized as the number one park agency in the nation as it received the coveted Grand Gold Medal Award for Excellence in Park and Recreation Management from the National Recreation and Park Association (NRPA) and the American Academy for Park and Recreation Administration (AAPRA). As the Vice Chairman, he is responsible for the oversight of the Capital Improvements Program for the department, which operates 32 parks and facilities and has one of the most ambitious greenspace programs in the nation with over 8,000 + acres of park land. Seventeen new parks are currently scheduled for future development. He has served on the board for seven years.

Mr. Randall is also a highly sought after golf course consultant. He has been intricately involved in the master planning, design and construction of multiple facilities. His most recent project is a local regulation executive course, which includes a full service club house, restaurant, putting course and junior golf academy. Mr. Randall was responsible for the course design and construction administration, as well as establishing the maintenance and operations for the facility. This included hiring of staff members and sub-contractors to perform the grounds maintenance.

As the Program Manager for the City of Alpharetta, Chip was responsible for the Transportation Capital Improvements Program for two years. In this capacity he was responsible for the planning, budgeting and execution of multi-purpose trails, sidewalks and roadway projects.

Mr. Randall has numerous years of experience in the design and construction administration of roadway, sidewalk and trail projects for multiple governing agencies, such as the Georgia DOT, Gwinnett County DOT, Forsyth County and Fulton County.



Little Mulberry Park



Ronald Reagan Park



The Georgia Trail

EDUCATION

- B.S., Civil Engineering, Memphis State University, 1988
- A.S., Civil Engineering Technology, Chattanooga State Community College, 1983

PROFESSIONAL REGISTRATION

- Professional Engineer: GA

PROFESSIONAL AFFILIATIONS

- Gwinnett County Parks and Recreation Authority, Board Member
- American Council of Engineering Companies





Section V ~ References



CITY OF DUNWOODY MUNICIPAL GOVERNMENT SERVICES

References

5



Glen Coyne, AICP
Director of Planning & Zoning
City of Duluth
3167 Main Street
Duluth, GA 30096
770.497.5292
gcoyne@duluthga.net

CPL has been providing City Engineering and Plan Review services to the City of Duluth from 2001 - 2010. We have provided transportation improvements design, including a roundabout and sidewalk design, drainage design, utility relocation, water and sewer relocation, stormwater emergency repair, and master planning for the former City Hall site.



Marty Allen, AICP
City Manager
City of Suwanee
330 Town Center Avenue
Suwanee, GA 30024
770.945.8996
mallen@suwanee.com

CPL staff have provided Emergency Preparedness Planning, Road Maintenance Plan, Stormwater Management, Water System upgrades, designed improvements to Martins Farm Road, Scales Road Sidewalk Improvements, Park Design and construction administration, plan review and inspections services, architectural services and City Engineering services.



Harmit Bedi, AICP
Director of Planning & Development
City of Snellville
2342 Oak Road
Snellville, GA 30078
770.985.3509
hbedi@snellville.org

CPL has provided Plan Review, Land Development Inspections, Stormwater Management, Town Center Visioning & Master Planning, Sidewalk Improvement projects, and has been an Expert Witness for the City.





Section VI ~ Required Documents



5 PROPOSAL FORM

**PROPOSAL FORM
CITY OF DUNWOODY, GA
RFP 11-02 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT**

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 attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 11-02 Municipal Government Services Procurement, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

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

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

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

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
1	5/10/11				

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

Work, excluding transitional requirements, is to commence on or about January 1, 2012.

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.

Company Name: Clark Patterson Lee

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

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

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

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

Legal Business Name Clark Patterson Engineers, Surveyor and Architects, P.E.

Federal Tax ID 16-1283651

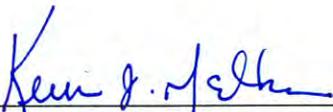
Address 350 Town Center Avenue, Suite 201, Suwanee, GA 30024

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 of Dunwoody?

Yes No

Representative Signature 

Printed Name Kevin J. McOmbler

Telephone Number 770.831.9000

Fax Number 770.831.9243

Email Address kmcomber@clarkpatterson.com



Section VII ~ Appendices



SUWANEETOWN CENTER PARK

Location: Suwanee, GA
Client: City of Suwanee
Contact: Marty Allen, City Manager
Area: 10 Acre Park Design & Construction Administration
Original Budget: \$3.5 million
Park Construction Costs: \$3.4 million
Completion Date: Fall 2003

Clark Patterson Lee provided architectural and engineering design services for the park and construction administration. Details include the construction of approximately 1,200 feet of roadway with associated streetscape improvements (i.e. concrete and brick sidewalks and plazas, specialty paving, street lights and trees), parking, utilities and the construction of large open spaces. The park design included large turf areas, subsurface drainage, retaining walls, raised tree planters, street furnishings, landscaping, irrigation and other similar elements.

Our firm was also the lead design firm in an effort to generate a 65-acre master plan that will create a new downtown area for the City. The plan, which included a market analysis and urban planning, establishes a focal point for the community. The project was grand-fathered into the State's Livable Centers Initiative (LCI) Program.

The Town Center was planned for a mixed use development containing:

- 10-acre park
- Outdoor performance stage area with lawn seating
- 60,000 s.f. Retail Space
- 59,000 s.f. Office Space
- 54 Loft Condo Residential Units
- 30,000 s.f. City Hall
- 373 Residential Units



Awards:

- Trendsetter Award in Economic and Community Development, Presented by the Georgia Municipal and Georgia Trend Magazine
- Georgia Downtown Award for Best Design Improvement
- Best Plan Implementation from the Georgia Planning Association

WOODSTOCK PARK EXPANSION & AMPHITHEATER

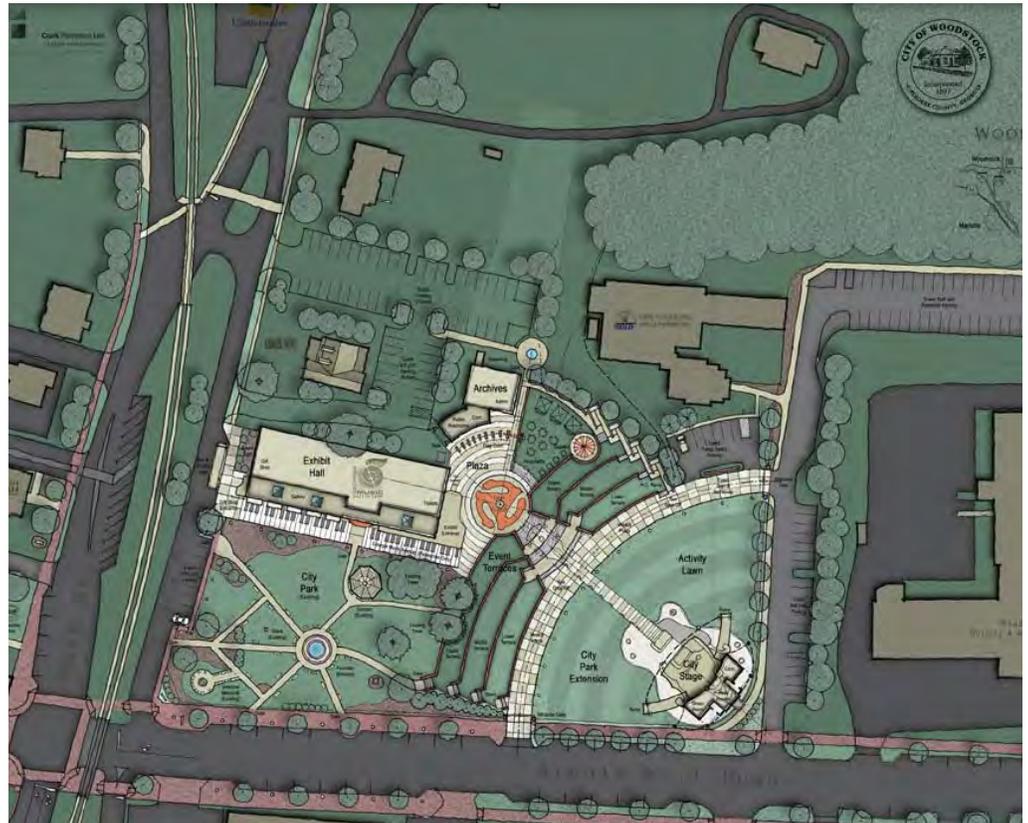
Location: Woodstock, GA

Client: City of Woodstock

Reference: Jeff Moon, City Manager

The City of Woodstock awarded Clark Patterson Lee the design services for a master plan and construction plans for a downtown city park expansion and outdoor amphitheater located in its historic downtown area. The design will contain the following components:

- An integrated look, feel and aesthetics for that City's downtown area
- A balance between the functional requirements and an aesthetic/artistic statement
- Supports a high variety of public uses
- Maximizes seating/audience areas and views for performance events while promoting overall usage during the calendar year
- Supports/complements a variety of historical uses, as well as new and innovative uses
- Preserves and expands public access to, and use of, the project area, including public accesses to areas/facilities around the primary performance venue when not in use
- Provides a consistent, integrated look, feel and aesthetics throughout the project area that respects, and celebrates, the environment and that City's history

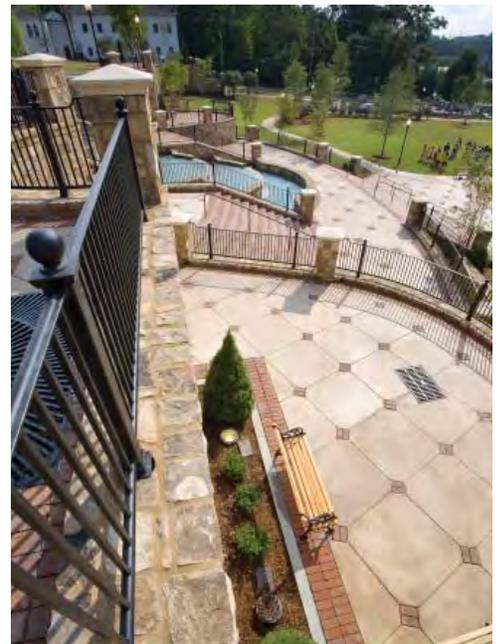


LILLIAN WEBB COMMUNITY PARK**Location:** Norcross, GA**Client:** City of Norcross**Total Cost:** \$4 million**Construction Start:** April 2008**Completion Date:** Summer 2009**Reference:** Mayor Bucky Johnson;
(770) 448-2122; 65 Lawrenceville
Street; Norcross, GA 30071

Clark Patterson Lee provided civil and structural engineering design services and are the Architect of Record for the Gateway and Park Facilities, as well as Construction Administration services for the Lillian Webb Community Park. Park amenities include concrete and brick paver crosswalks, along with three fountains in the park area, which include a cascading fountain, an interactive fountain and an ornamental fountain, trees and planters, and street furnishings. There are 2 gateway buildings, along with a gazebo, specialty paving, street and park lights, additional parking spaces at street level, utilities and the construction of large open spaces. Our firm was also responsible for the design of the subsurface drainage and stormwater management facility, 20' retaining walls, landscaping, irrigation and other similar elements.

The Lillian Webb Community Park is planned for a mixed use development and when complete will consist of:

- 4.5 acre park
- An Outdoor Performance Stage with lawn seating
- Retail Space
- Office Space
- Loft/Condo Residential Units, (currently under construction by a private developer)



GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION

Mr. David Tucker
Gwinnett County Department of Transportation
75 Langley Drive
Lawrenceville, Georgia 30045
(770) 822-7400 / (770) 822-7478 Fax

Clark Patterson Lee has successfully completed numerous projects for Gwinnett County. Additionally, the quality of our work has enabled us to become a demand services contractor for the Gwinnett County DOT. The following list identifies our most recently completed and current projects:

- Highway 23 @ Woodward Mill Road Intersection Improvements
- New Hope Road at Simonton Road Vertical Intersection Improvements
- S.R. 124 @ Prospect Road Intersection Improvement
- Steve Reynolds Boulevard and Beaver Ruin Road Intersection Improvements
- Bramlett Shoals Road @ New Hope Road Intersection Improvements
- Lenora Road Horizontal & Vertical Alignment
- Pine Road and Hog Mountain Road Intersection Improvements
- Garner Road Sidewalk Improvements
- Pharrs Road Sidewalk Improvements
- Ridgedale Road Sidewalk Improvements
- Williams Road Vertical Alignment Improvements
- Collins Hill Park Storage Building (with JJ&G)
- Highway 23 Safety Improvements for Lanier Middle School
- Mill Creek "The Mall of Georgia" Multi-Use Trail Project
- Tom Smith Road Sidewalk Improvements
- River Drive Road Sidewalk Improvements
- Miller Road Sidewalk Improvements
- Johnson Road/Riverside Elementary Sidewalk Improvements
- Pleasant Hill Road/Breckenridge Boulevard Drainage Study & Storm Water Improvements
- Atkinson Road Horizontal and Vertical Alignment
- Herrington Road Horizontal and Vertical Alignment
- Bramlett Shoals Road @ Shoal Creek Improvements
- Grayson-New Hope Road @ Tribble Creek Improvements
- Cooper Road Improvements
- Ozora Road Sidewalk Improvements
- Beaver Ruin at Red Oak - Sidewalk Project
- Collins Industrial Lane (Perimeter College - University Center)



Beaver Ruin Road @ Steve Reynolds Blvd.



Bramlett Shoals Road @ New Hope Road



Simonton Road @ New Hope Road



BAY CREEK PARK

Location: Lawrenceville, GA
Owner: Gwinnett County Parks and Recreation Department
Completion Date: Summer 2008
Services: Architecture

Clark Patterson Lee was commissioned by Jordan Jones and Goulding to assist in the architecture and building engineering of two (2) 592 s.f. restroom buildings and a 2,900 s.f. pavilion for Gwinnett County's Bay Creek Park complex. The construction materials, split face concrete block walls, cement fiber trim, wood trusses, and metal roofing, were chosen for their ability to endure the elements while requiring low building maintenance. The interior of the restrooms were designed using low maintenance touch free restroom fixtures. Vandal proof designs were specified along with motion light sensors and mechanical system thermostats, which were strategically located and concealed in the ceiling.

The open-air pavilion was constructed of split face columns, cement fiber trim, wood trusses, and metal roofing. A raised cupola at the top of the eight sided structure allows convection ventilation to occur naturally. Since the underside of the roof was exposed to the vaulted wood ceiling, careful coordination was required to conceal as much electrical conduit as possible to prevent unsightly materials from being exposed.



GORDON STREET DRAINAGE IMPROVEMENT PROJECT

Location: Stone Mountain, GA
Owner: City of Stone Mountain
Total Project Costs: \$106,500
Completion Date: October, 2007
Contact: Gary Peet, Mayor
(770) 498-8984

The City of Stone Mountain asked Clark Patterson Lee to help solve a drainage problem at West Mountain Street and Gordon Street. West Mountain Street had an open ditch on the West side of the street and curb and gutter with one drainage structure on the east side. More than eight acres of suburban land drained to the structure. During heavy rains, the resulting runoff would overwhelm the east-side drainage structure and would flow down the center of the street, creating traffic hazards. The west-side ditch had steep sides and some areas had eroded to the pavement edge, creating steep drop-offs for traffic.

CPL designed a new drainage system with curb and gutter to capture the large flows and discharge them to the existing storm water system.



CITY OF LILBURN DOWNTOWN STREETSCAPING

Location: Lilburn, GA
Client: City of Lilburn
Total Cost: \$1.5 million (Phase I)
Completion Date:
Phase I - Spring 2008
Phase II - Estimated Summer
2009

Clark Patterson Lee was selected for the downtown streetscaping project for services from conception to completion. The project includes new hardscape along Main Street, street lights, a park/plaza in front of City Hall, crosswalks utilizing traffic rated clay pavers, reconfiguring parking at City Hall, and the relocation of overhead utilities to underground (requiring coordination with AT&T, Georgia Power and Comcast).

The project links downtown to the new Lilburn Greenway. Genetically cloned trees were used along Main Street to ensure a uniform canopy as the trees mature. Phase I of the project was funded 100% by SPLOST funds for design and construction.

Phase II, which is currently in design, will implement design elements established in Phase I to additional streets in downtown including new sidewalks, street lights, trees, and minor roadway, drainage and utility improvements. Phase II will be funded by a \$1 million dollar LCI grant along with the minimum 20% matching local funds.



Clark Patterson Lee

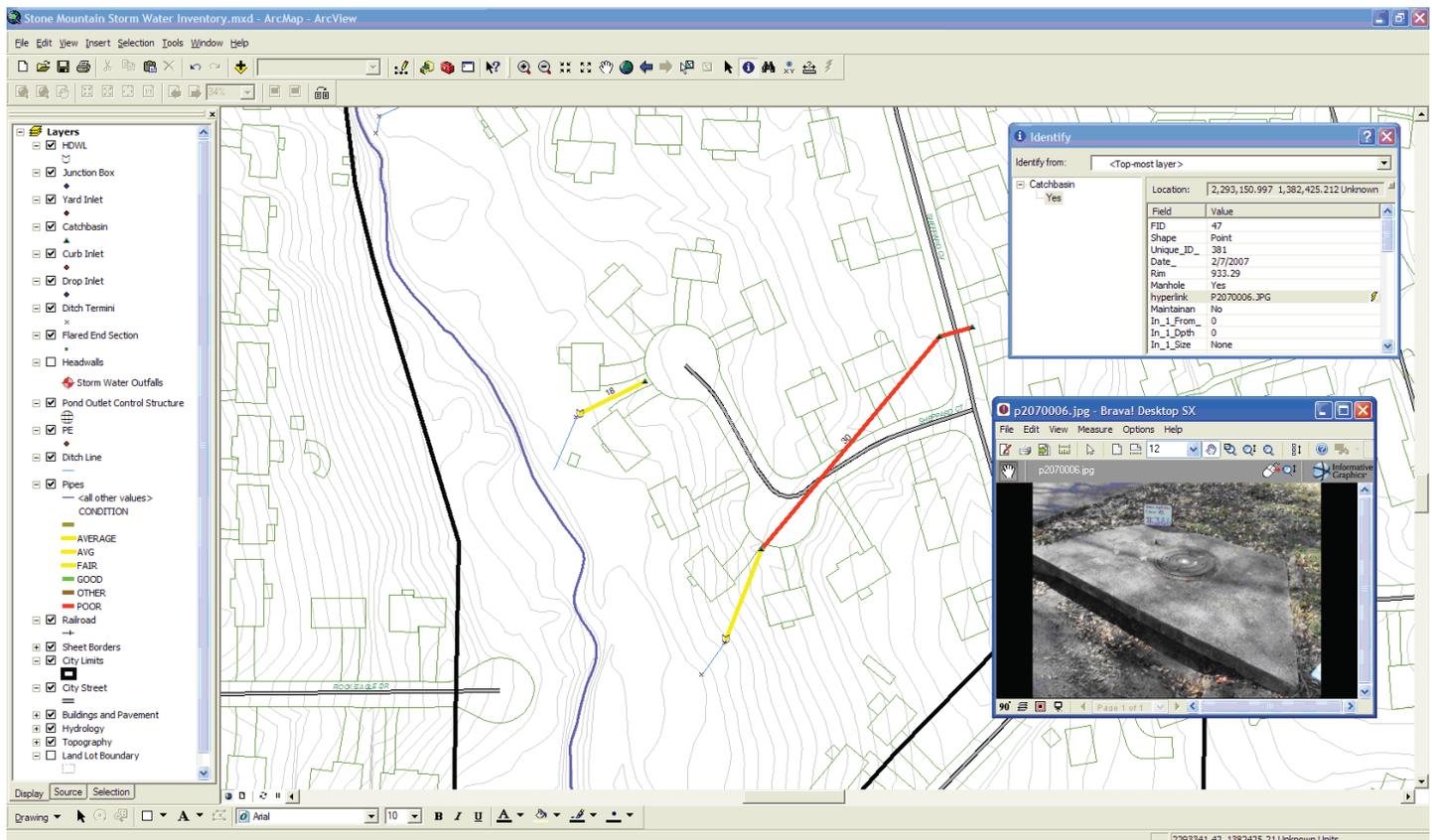


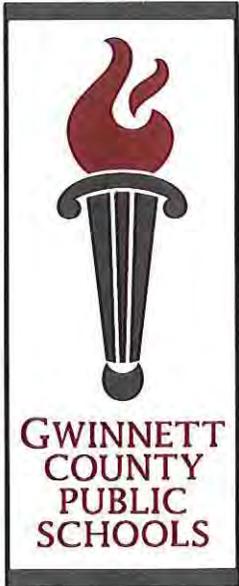
STONE MOUNTAIN COMPREHENSIVE STORM WATER MANAGEMENT PLAN

Location: Stone Mountain, GA
 Owner: City of Stone Mountain
 Completion Date: January 2007
 Contact: Mr. Gary Peet, Mayor
 (770) 498-8984

The City hired Clark Patterson Lee to write a new Comprehensive Storm Water Management plan, which was submitted to the Georgia EPD for approval.

The Georgia EPD approved the plan and CPL helped the City implement the first year's requirements, including dry weather screening, industrial inspections and record keeping.





**GWINNETT COUNTY
BOARD OF EDUCATION**

Dr. Mary Kay Murphy
Chairman
District III

Dr. Robert McClure
Vice Chairman
District IV

Carole Boyce
District I

Louise Radloff
District V

Daniel D. Seckinger
District II

J. Alvin Wilbanks
CEO/Superintendent

**THE MISSION OF
GWINNETT COUNTY
PUBLIC SCHOOLS**
*is to pursue excellence
in academic knowledge,
skills, and behavior
for each student,
resulting in measured
improvement against
local, national, and
world-class standards.*

437 Old Peachtree Road, NW
Suwanee, GA 30024-2978
678-301-6000
www.gwinnett.k12.ga.us

It is the policy of Gwinnett County Public Schools
not to discriminate on the basis of race, color, sex,
religion, national origin, age, or disability in any
employment practice, educational program, or
any other program, activity, or service.

June 8, 2010

To Whom It May Concern

RE: Clark Patterson Lee, Suwanee, GA

Dear Sir or Madam:

The Gwinnett County Public School System has had a working relationship with Clark Patterson Lee since 2003. We have engaged this firm primarily as a third party plan review and inspection service in lieu of the Gwinnett County Development Department. In addition, we have used their civil engineering services for several specialty projects.

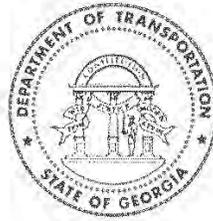
We have found that Clark Patterson Lee has always been very professional in all aspects of their work for us, and we consider them one of our premier strategic partners in our capital improvement program. We do not hesitate at all in recommending this firm to you.

Sincerely,

Terry R. Gladden, R.A.
Director of Facility Planning
Gwinnett County Public Schools

TRG/jlw

Vance C. Smith, Jr., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

August 10, 2010

To Whom It May Concern:

The Gainesville District One Office of the Georgia Department of Transportation has had a working relationship with the engineering firm, Clark Patterson Lee (CPL), since 2001. Over those years, I have worked directly with CPL Engineers, Adolfo Guzman and Joe Garland, on numerous types of roadway projects. Their services and quality have always been more than adequate and we have been very pleased with the work they have completed for us.

We have found that Clark Patterson Lee has always been very professional in all aspects of their work for us and we consider them one of our partners in the transportation industry. We as a District do not hesitate in recommending this firm to you.

Please call me if you have any questions or would like to discuss the engineering firm, Clark Patterson Lee, with me. I can be reached at 770-532-5520.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Mahoney".

Robert W. Mahoney, P.E.
District Preconstruction Engineer

Department of Transportation
Program Delivery



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.7400 • (fax) 770.822.7430

gwinnettcounty

To whom it may concern:

Clark Patterson Lee (CPL) has had a Transportation Demand Professional Service Annual Contract with Gwinnett County since 1997. For the past thirteen years CPL has established and maintained an excellent relationship and reputation as a professional engineering firm that completes quality projects on time and within budget. CPL was recently selected for a new contract at the February 2010 Board of Commission Meeting.

The Staff at CPL has been very friendly and they are happy to assist us in whatever design services we need. They have the knowledge, qualifications and the experience to successfully complete all types of projects. I am pleased with their performance and product.

Please call me if you have any questions or would like to discuss Clark Patterson Lee with me. I can be reached at 770 822-7449.

Sincerely,

A handwritten signature in blue ink that reads "Alan R. Chapman".

Alan R. Chapman, P.E
Deputy Director for Program Delivery



330 Town Center Avenue • Suwanee, Georgia 30024
(770) 945-8996 • Fax (770) 945-2792
www.suwanee.com • Email: info@suwanee.com

To whom it may concern:

Since 1998, Clark Patterson Lee has worked on many projects for the City of Suwanee, and we have found them to be reliable, efficient and competent. CPL has provided design and construction services for a host of projects, including Suwanee Town Center Park, upgrades to the City's water system, Scales Road Sidewalks, the renovation of the old City Hall, and horizontal and vertical improvements to Martin Farm Road. They have also acted as an extension of the City's Planning & Zoning/Community Development staff by performing development plan review for storm water and traffic issues.

During my employment with Hall County, I worked directly with Adolfo Guzman and Joe Garland on several Georgia Department of Transportation roadway projects. Their services were efficient, extremely competent and I have enjoyed an excellent working relationship with them.

I highly recommend Clark Patterson Lee as I have considered them to be a valuable member of the team, who consistently achieved good results and delivered on all expectations.

Please call me if you have any questions or would like to discuss Clark Patterson Lee with me. I can be reached at (770) 945-8996.

Sincerely,

A handwritten signature in cursive script that reads "James H. Miller".

James H. Miller, P.E.
Public Works Director



COST PROPOSAL

Mr. Chris Pike, Director of Finance
City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, GA 30346

RFP 11-02
Municipal Government
Services Procurement

May 23, 2011



Clark Patterson Lee

Appendix E –Cost Table

Page I

Submitted by Clark Patterson Lee

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area. The City will evaluate the qualifications of the Contractors to provide the requested services in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience in all selected service areas and has the capacity to properly staff and manage the delivery of high quality services for the City.

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

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus a multiplier for overhead and profits. The City will negotiate with the Contractor to establish a reasonable multiplier if the services are requested.

Please provide the proposed costs for all applicable service areas. If your organization is not proposing for a specific service area, please indicate so by marking N/A in the corresponding row.

Service Area	Price by Year and Service Area				
	2012 ¹	2013 ¹	2014 ¹	2015 ¹	Total 2012 – 2015
Public Works	\$480,000	\$492,000	\$504,300	\$517,000	\$1,993,300
Finance and Administrative Services	N/A	N/A	N/A	N/A	N/A
Planning and Zoning	\$1,025,000	\$1,050,000	\$1,075,000	\$1,100,000	\$4,250,000
Information Technology	N/A	N/A	N/A	N/A	N/A
Building Permits and Inspections*	\$585,000	\$600,000	\$615,000	\$630,000	\$2,430,000
Parks and Recreation	\$185,000	\$190,000	\$195,000	\$200,000	\$770,000
Public Relations and Marketing	N/A	N/A	N/A	N/A	N/A
Total	\$2,275,000	\$2,323,000	\$2,389,300	\$2,447,000	\$9,443,300

*The City requests that all Bidders proposing for the Building Permits and Inspection services shall provide the City with an additional, alternative method of calculating the contract cost in lieu of the lump sum fee listed in the table above. (The City generated \$439,410 and \$559,356 for the first two fiscal periods of operation.) Please provide the proposed percentage of the building permits and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Building Permitting and Inspections: 80 % + \$185,000 (Code Compliance (CC))
70 % + \$1,104,000 (CC + Planning & Zoning)

The city encourages Bidders proposing for the Building Permits and Inspection services to provide multiple methods of calculating contract costs. Alternate methods may include a percentage of fees collected and any hybrid approaches based partly on fixed fees, partly on percentage of fees and potentially caps on amounts invoiced if activity is above a specified threshold. You may provide a flat percentage above or attach an additional page to the cost proposal describing your pricing for a hybrid approach.

¹ City shall pay the Contractors in twelve payments for each month in accordance with the Contract's General Conditions (see Appendix B, section 11.2.)

Appendix E –Cost Table
Page III

Submitted by Clark Patterson Lee

Alternative Option One – Service Areas Included Planning and Zoning & Building Permits
and Inspections

Alternative Option Two – Service Areas Included Public Works & Parks and Recreation

Alternative Option Three – Service Areas Included Public Works, Planning and Zoning,
Building Permits and Inspections & Parks and Recreation

	Alternative Pricing Options				
	2012 ¹	2013 ¹	2014 ¹	2015 ¹	2012 - 2015
Alternative Option One	\$1,494,000	\$1,532,000	\$1,570,000	\$1,608,000	\$6,204,000
Alternative Option Two	\$644,000	\$660,000	\$676,000	\$692,000	\$2,672,000
Alternative Option Three	\$2,082,000	\$2,134,000	\$2,186,000	\$2,238,000	\$8,640,000

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

¹ City shall pay the contractors in twelve payments for each month in accordance with the Contract’s General Conditions (see Appendix B, section 11.2.)

Representative Signature _____

Date May 23, 2011

Printed Name and Title Kevin J. McOmber

Telephone Number 770.831.9000

Fax Number 770.931.9243

Email Address kmcomber@clarkpatterson.com

Detailed Costing Information

In accordance with Section 3.3.2, Cost Proposal Content, "Bidders should also provide detailed costing information for each service area for which they respond", below is our detailed pricing information, which is based upon 2012 Pricing. An annual increase of approximately 2.5% to cover cost of living adjustments has been included for each of the following calendar years. The blended hourly rates include the expenses, such as vehicles, gas, maintenance and insurance.

Service Area	Price
Public Works	\$480,000.00
Planning and Zoning	\$1,025,000.00
Building Permits and Inspections	\$585,000.00
Parks and Recreation	\$185,000.00
Total	\$2,275,000.00



**Request for Proposal No. 11-02
Municipal Government Services Procurement**

Addendum 1

Date Issued: May 10, 2011

**THE FOLLOWING LIST INCLUDES CLARIFICATIONS AND RESPONSES TO
QUESTIONS EMAILED BY BIDDERS AND RECEIVED DURING THE PRE-
PROPOSAL MEETING HELD APRIL 29, 2011.**

The City attempted to group questions and answers by corresponding sections of the RFP and respective service areas, but respondents are strongly encouraged to thoroughly read all of the material provide below.

General Requirements

1. **Question (Q):** Will key performance indicators (KPIs) be developed for all service areas?

Answer (A): Yes, once the appropriate Contractors have been selected, the City and the respective Contractors will work to develop a list of mutually agreed upon KPI's by October 15, 2011.

2. **Q:** Is there a chance that business process analysis (BPA) work will come out as a separate bid?

A: At this point, nothing formal has been scheduled.

3. **Q:** Has there been any issues with Contractors communicating with one another?

A: Communications between Contractors has not been an issue. The City expects and requires that the Contractors will assimilate to the established culture of the City, and work as a seamless team. We pride ourselves on the fact that an outsider would have no idea that the service providers are not city employees.

4. **Q:** Are the existing service providers eligible to bid on this RFP?

A: Yes, the incumbents are eligible to bid on this RFP.

5. **Q:** Will the attendance list from this conference be available?

A: Yes, the attendance list can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

6. **Q:** Can the Bidder submit more than one resume for the proposed positions?

A: Yes.

7. **Q:** Is there an expectation or desire by the city that current staff will be retained by the successful bidder?

A: Staffing the various service areas is at the discretion of the Contractors. Contractors are expected to propose what they deem to be the most effective and efficient staffing level to meet the scope of services.

8. **Q:** Are Contractors bidding on the service areas without access to the motor vehicles required to maintain auto liability insurance?

A: Yes.

9. **Q:** What is the operational budget for personnel?

A: The City's budget can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

10. Q: Will the City reimburse contractors for the costs associated with the professional development of the contracted staff?

A: The City will only cover additional expenses related to the professional training specifically requested by the City to provide benefit exclusively for the City. Attendance at industry conferences and customary training and development of staff is valued by the City but is at the sole expense of the Contractor.

11. Q: Does the City currently have any service level agreements (SLA's) with other local municipalities?

A: No, the City currently does not have any SLA's with other Cities.

12. Q: If a Contractor will be awarded the contracts for both Public Works and Parks and Recreation, will the Contractor still need to provide the City with both a Public Works Director and a Parks and Recreation Manager?

A: The City expects the Contractors to staff all service areas in the most advantageous manner for the City without compromising service quality and responsiveness.

13. Q: Is this contract geared towards providing staffing for Dunwoody or more on the services side? Should a staffing agency submit as a prime?

A: Dunwoody is looking for contractors who can provide the services listed in the RFP. This is not a staffing contract.

14. Q: What is the anticipated handover time from existing provider to new provider and what is the obligation of the existing provider for transfer (if any).

A: The existing contracts with Contractors expire on December 31, 2011. The successful Contractors for the new contract will be required to provide all services (excluding transitional requirements) immediately following midnight on January 1, 2012. Please refer to Section 3.3.1.3 requiring the firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.

15. Q: Will City procedures and policies that are in place be available in advance of day 1 of contract execution? If so, how much time in much advance?

A: The successful Contractors will have access to any necessary information following the award of the contract. Please refer to Section 3.3.1.3 requiring the firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.

16. Q: What is the process for replace said manager if need arises?

A: The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City Manager, at his discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.

17. Q: Should initiatives be identified during the performance of such tasks, which are outside scope of the contracted services what process would be in place to adjust service fees and support structure?

A: The Contractor is expected to provide necessary services to operate all departments currently functioning within the City's scope of services provided to citizens and other stakeholders. Should the City substantially increase or decrease services provided to the citizens or other stakeholders throughout the term of the contract, then the City would address amending the contract as stipulated in Section 16 of the General Conditions (Appendix B).

18. Q: Is there an internal website in addition to the public websites?

A: A MS Windows SharePoint is available for internal users.

19. Q: What are the current staffing levels for the Contractors providing municipal services in the seven (7) Service Areas?

A: Staffing levels are fluid and are provided by staff assigned to the city on a full time basis, part time basis and some back office support. Staffing levels rise and fall in conjunction with workload. The RFP is to identify Contractors who can accomplish the scope of work in the most advantageous, and perhaps creative, methods. The contracts are NOT staffing arrangements; nor does the current RFP merely mirror the existing staffing structure and scope of work for municipal service providers. Accordingly, head counts, existing staff evaluations, organization structures and costs are not relevant to proposals for this RFP.

20. Q: Page 47, last paragraph - Please provide clarification on this statement.

A: The City pays for software maintenance contracts, paving, patching, landscaping, etc. This is not the Contractor's obligation and should not be factored into the Contractor's pricing. However, if the Contractor must utilize proprietary or self-owned hardware and software not contemplated within the scope of this RFP, the Contractor should include those costs.

21. Q: Page 61, section 5.7 - Provide clarification on cost associated and restrictions on vehicle use.

A: The vehicles are to be used exclusively to conduct the business of the City. Costs include fuel, insurance, branding, preventative and corrective maintenance normally associated with ownership of a business vehicle.

22. Q: Page 61, section 5.7 - Can Contractor elect to use their vehicles if awarded contract?

A: A Contractor would provide a vehicle exclusively to conduct City business, and ownership is transferred to the City at the conclusion of the contract. Vehicles are expected to be transferred to the City free of charge and without debt or lease obligations.

23. Q: Page 61, section 6 - Please provide an asset list for the Building Permits and Inspection function.

A: Normal office equipment and supplies are provided such as desks, chairs, computers, phones, and office supplies. This is true for all proposed positions to be staffed at City Hall.

24. Q: Other than office space and standard landlord expenses; is the City providing for or funding any other resources to operate Community Development functions? If so, what and the amounts?

A: This City's budgets for 2009-2011 include past and anticipated costs to run each department, including Community Development. The City's adopted budget can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

25. Q: Will the vendor be responsible for providing contract employees with cellular communications or are city cell phones issued?

A: City cell phones are issued to City employees only. If an employee of the Contractor requires a cell phone/smart phone in order to meet the scope of services, the Contractor is expected to provide the cell phone to the employee directly. The Contractor may access City email servers with most smart phones.

26. Q: How are benefits given to contract employees? Are benefits granted by the individual companies, or are vendors required to participate in a city benefits programs? If so, what are those programs and how are they billed back to the vendor?

A: Contractor will determine appropriate salaries and benefits to attract and retain employees and will provide those salaries and benefits directly. Staff assigned are employees of the Contractor and not eligible for City benefits.

27. Q: What is the limitation on the number of desks, computers, etc. that the City will provide for full time office based employees?

A: Office space is provided at the City's expense as stated in Section 5.4 of the General Conditions. Office configurations are subject to change over time. However, Contractors are expected to propose what they deem to be the most effective and efficient staffing level to meet the scope of services. The City will accommodate the staffing level needs identified by the most advantageous proposal.

28. Q: What non-vehicular maintenance equipment is currently owned by the City for use by the Public Works and Parks and Recreation Departments?

A: The city does not own any maintenance equipment other than a few small miscellaneous tools such as chainsaws that are City assets used by the Contractor.

29. Q: Is it possible to get a list of the current City grants?

A: The City is currently managing one LCI grant and one TE grant awarded by the state as well as a smaller Department of Natural Resource's grant for a park trail at Brook Run.

30. Q: Are any of the City employees unionized?

A: No

31. Q: Will the City of Dunwoody look at each section and evaluate each section of the RFP separately?

A: Yes

32. Q: Does the City have a preference for purchasing all services from one Bidder versus issuing contracts for different sections?

A: No

33. Q: Is there an advantage to bidding the project in totality versus in one or more sections?

A: The City recognizes that there are potential economies of scale and cost saving opportunities related to having one Contractor providing work in more than one service area. Otherwise, there are no advantages.

34. Q: Is an advantage gained by a Bidder that is located in Dunwoody/DeKalb County?

A: Only in the event two or more identical bids are received. Please refer to Section VII of the City's Purchasing Policy. The City's Purchasing Policy can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

35. Q: At what point will the City no longer accept new Bidders to this RFP?

A: The City must receive proposal packages no later than 2:00 pm EST, Monday, May 23, 2011

36. Q: Can you please define what level of detail you are looking for regarding costing parameters in the referenced appendix E?

A: One price for each of the seven sections being proposed should be listed for each year in Appendix E. The City encourages and requires a breakdown for each figure based on subsections of the RFP. Such a breakdown would be sufficient to address Section 3.2.2 of the Proposal Submission. Further detail is at the bidder's discretion.

37. Q: Can we receive a list of all insurance policies currently being managed by the City?

A: The City, with assistance from the City's benefits coordinator, manages multiple insurance policies for employee benefits. The City's workers' compensation insurance is with Lion Insurance Company. Other coverage is provided through an intergovernmental insurance pool. The coverage details can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

38. Q: May we receive a copy of the current Employee Annual Review Policy and Procedures?

A: The current Performance Evaluation and Wage Reviews policy can be found at: http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

39. Q: What additional expenses, if any, have not been identified in the RFP that the City would like the Contractors to pay for?

A: The City is unaware of any additional expenses at this time.

40. Q: Will the Contractor staff need to be bonded?

A: The decision to bond is at each Contractor's discretion.

41. Q: What role is anticipated for Grant writing?

A: The City expects the Contractor to be familiar with and identify grants that serve the City's strategic goals. When the time and expertise is available, the Contractor is encouraged to apply for such grants. When the time and expertise is not available, the Contractor should work closely with the City's contracted grant writers to complete the grant writing process.

42. **Q:** Please clarify who pays for gasoline, maintenance and insurance for the vehicles used for public works, inspections and code compliance.

A: Contractor pays for gasoline, maintenance and insurance for the vehicles used for public works, inspections and code compliance.

43. **Q:** In review of the City's budget, it appears that training of staff may be provided by the City. Please clarify.

A: Training for City employees is provided by the City. The City will only cover additional expenses related to the professional training specifically requested by the City to provide benefit exclusively for the City. Attendance at industry conferences and customary training and development of staff is valued by the City but is at the sole expense of the Contractor.

44. **Q:** Can the City please clarify what, if any, direct costs will be reimbursed to the Contractor separately from the Contractor's lump sum bid price (for example, mileage, training, seminars, etc.)?

A: The City will only reimburse direct costs specifically requested by the City to provide benefit exclusively for the City. These costs are outside the scope of work and will be addressed on a case-by-case basis.

45. **Q:** Given that some of the vehicles will have to be replaced during the term of the contract, can the Contractor amortize the cost of replacement vehicles over the life of the contract?

A: The City reasonably expects the costs of replacements vehicles to be factored into the proposed cost table in Appendix E. The Contractor may allocate the vehicle and all other costs as they deem in their overall best interests. Refer to the amended Section 5.7 of the General Conditions.

46. Q: Page 59, Section 3.1 - If the City requires the Contractor to perform work during non-standard hours, how much advance notification will the City provide to the Contractor?

A: 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 can often be completed remotely via telephone, email, or remote computer access. When emergencies or other unexpected events occur, there may be no advanced notice provided.

47. Q: Section 3.3.1.3 states that "Bidders shall address each item within the scope of work for all section(s) being proposed". Is it the Cities intent that the proposals provide information on each individual line item in the scope of work (for instance, each subsection such as 2.2.2.1, 2.2.2.2, etc.)?

A: Yes. However, Contractors should not merely affirm but rather expand (concisely) how each scope item will be addressed throughout the duration of the Contract.

48. Q: Section 3.3.1.5 - Does the City of Dunwoody intend respondent to supply all information listed above for all clients currently under contract for similar services or just for the three (3) required references?

A: Both are required. The complete list can be in a table (Excel) format.

49. Q: Section 3.3.1.6 Section VI – Required Forms: The Proposal Form includes a section in which receipt of addenda is acknowledged. Will this satisfy the requirement to include "Acknowledgement of any and all Addenda to this RFP" listed separately in Section 3.3.1.6 of the RFP or is another form of acknowledgement required?

A: Section 5 (Proposal Form) should be completed with all addenda listed.

50. **Q:** Appendix E - Section 3.3.2 is asking for cost information by month and Appendix E – Cost Table asks for cost information by year. Please clarify and provide additional details.

A: Pricing provided in Appendix E is for an annual basis. The payment for services provided will be paid monthly in equal payments. For example, if the successful contract was for \$12,000 in 2012, the City would pay 12 monthly payments of \$1000 each to the Contractor as stipulated in Appendix B, section 11.2.

51. **Q:** Section 3.2.2 states that the Contractor shall include Appendix E – Cost Table as part of the cost proposal. This section further states that “Bidders should also provide detailed costing information for each service area for which they respond”. Can the City please provide additional details on the “detailed costing information” requested?

A: One price for each of the seven sections being proposed should be listed for each year in Appendix E. The City encourages and requires a breakdown for each figure based on subsections of the RFP. Such a breakdown would be sufficient to address Section 3.2.2 of the Proposal Submission. Further detail is at the bidder’s discretion.

Public Works

52. **Q:** Will Public Works handle Stormwater billing?

A: The Public Works Department will manage preparing the parcel level calculations necessary to calculate the billing data for Stormwater. The bills are sent and collections are handled by DeKalb County

53. **Q:** Currently, is Stormwater tracked by GIS?

A: Yes, the City currently utilizes GIS for Stormwater management.

54. Q: If there are any code violations pertaining to Stormwater, which department is responsible for enforcing the code?

A: Code Enforcement is currently handled outside the Stormwater department, but when technical assistance is required, Stormwater staff from the Public Works department will be responsible to provide such assistance.

55. Q: How are Stormwater funds overseen?

A: The City Council sets an operating appropriation for Stormwater funds. Any funds that remain in the account will carry over from year-to-year. Contractor will be responsible for managing the funds in this account to ensure they are spent efficiently and in accordance with our Storm Water Management Plan and all applicable city rules and procedures.

56. Q: Does the City have a pavement management system?

A: The City has a Comprehensive Transportation Plan, City-Wide Paving Evaluation, and 5-year Resurfacing Plan. These documents can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

57. Q: Is it the City's intention to contract out Public Work maintenance separately?

A: Yes, but the City expects Public Works Contractor to work with Purchasing to create the most efficient program for maintenance as well as oversee the contracts.

58. Q: Is the Contractor managing the Public Works services responsible for repairing traffic signals that are timed improperly?

A: No, the city will pay the labor and materials for a contract crew to repair and properly time the signal. However, the City expects the Contractor to be able to identify whether a signal is malfunctioning and oversee required repairs.

59. Q: Has the City developed a Storm Water Pollution Prevention Plan (SWPPP) and is there a NPDES MS4 permit?

A: Yes (both).

60. Q: Does the City currently participate in the National Flood Insurance Program /Community Rating System program? Can we obtain a copy of the rating and plan?

A: The City participates in the National Flood Insurance Program /Community Rating System program. A copy of the rating and plan is available and can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx.

61. Q: Will administrative costs be allowed to be added to the reimbursement cost for Public Works maintenance and repairs overseen by the contractor to cover internal claims processing expenses?

A: No

62. Q: Is there a current yard area within the City for use by the Public Works to store roadway maintenance materials and stage equipment and or subcontractor equipment for use during public works O&M projects?

A: Yes

63. Q: Throughout Section 2.2 Public Works, references are made to providing supervision of Contractors providing Public Works services (including, but not limited to, Sections 2.2.1.7, 2.2.2.1, 2.2.3.1, 2.2.3.2, and 2.2.4.3). Can the City please clarify which Public Works services would be contracted for outside the Public Works scope of work? For instance, will traffic signal repair, sidewalk repair, right-of-way maintenance and other related tasks be the responsibility of the Public Works Contractor directly or will these services be contracted for separately by the City.

A: All instances noted in the question (traffic signal repair, sidewalk repair, right-of-way maintenance and other related tasks), will be contracted for separately by the City. The oversight of such work would be the responsibility of the Contractor selected to provide services in Section 2.2.

64. Q: Section 2.2.7.3 requires that the contractor “assist the Police Department with chains or other traction devices in the event of a snow or ice storm.” Will the City supply the chains and other necessary equipment?

A: Yes

Finance and Administrative

65. Q: The RFP mentions that there are currently two (2) full time positions in the Finance and Administration service area: one (1) Accounting Manager and one (1) Human Resource Manager. Are there any part-time positions required for this service area?

A: There are multiple full-time staff in Finance and there is one full-time staff person in Human Resources. However, the City wishes Contractors to propose what they deem to be the most efficient and effective staffing level.

66. Q: What software does the Finance and Administration service area currently utilize?

A: The City's Accounting Department utilizes Tyler Incode for financial management. Furthermore, the City currently utilizes ADP software for benefits management and outsourced payroll services. Other functions use Incode only as it relates to financial reporting (e.g. budget reports.)

67. Q: Do budgeting services continue all year long or just at certain times of the year?

A: Currently, the budgeting process takes place in the second half of the fiscal year and is not an all year function. The budgeting process begins in May and is required by the Charter to be completed by September 1 and adopted by November 1.

68. Q: Does each of the sections within the Finance & Administrative Services have standard operating procedures (SOPs)?

A: Currently, Accounting and Purchasing have SOP's. Limited SOP's are also available with Human Resources and Revenue.

69. Q: Are there expectations to improve upon the business process efficiencies pertaining to the Tyler Incode system?

A: The City implemented the system in 2009 and has an on-going maintenance contract with the vendor to address any issues the City may encounter. Additionally, the City would like to expand its use of Tyler Incode over the coming years.

70. Q: When does the City expect the annual audit and CAFR to be completed?

A: The City's fiscal year ends on December 31st. Auditor on-site fieldwork is completed in the first half of February. All work is expected to be completed in April and submitted to Council in May. Georgia and GFOA allow 180 days to submit the CAFR. To compare, the City's 2010 annual audit and CAFR is already complete and published online. The City's 2009 and 2010 CAFR can be found at: http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

71. Q: How many AP checks/wires does the City cut each month?

A: Around 125 – 150 checks/wires/ACH transactions are completed monthly.

72. Q: What is the software package the City uses today to administer its HR department?

A: ADP's HRIS

73. Q: May we get a copy of the existing employee handbook?

A: The existing employee handbook can be found at: http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

74. Q: Will the Contractor (Accounting Manager) staff perform the daily deposit at your banking institution?

A: Contracted staff may perform the deposit only when escorted by a Dunwoody Police officer.

75. Q: Can we share at a 50% rate for identified (not implemented) cost savings – Cost Recovery Audits

A: No

76. Q: Do you require a SAS70 for your contractors to show their internal controls?

A: Neither SAS70 nor SSAE16 applies to Contractors as it relates to this contract.

77. Q: What kinds of separation of duties exist for the purposes stated above?

A: Reference the City's Accounting Manual for internal controls. The City's Accounting Manual can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

78. Q: Will the Contractor (Accounting Manager) staff be able to sign off on invoices for payment to vendors?

A: Reference the City's Accounting Manual for the payment process. Ultimately, the Finance Director (a City employee) reviews Accounts Payable reports prior to the printing of checks. The City's Accounting Manual can be found at: http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

79. Q: Are any of the Risk Management duties outsourced today?

A: Yes

80. Q: How many purchase orders does the City generate each month?

A: Less than 5.

81. Q: Section 2.3.1.3 - Does the supervisor need to be onsite at all times?

A: No

82. Q: Section 2.3.1.8 - In the area of repairs do you expect the Administrative Assistant to physically perform the work for small repairs or can the Administrative Assistant call a local subcontractor for the subcontractor to perform the work?

A: Typically, the work is completed by the City's facility landlord or a subcontractor. The repair work is paid for by the City and overseen by the Contractor.

83. Q: Section 2.3.2.5 - What software program is used to maintain these calendars?

A: Sire Workflow Administrator

84. Q: In item 2.3.8.3; does the City intend for a new position classification and pay plan to be created and implemented?

A: Correct. This is a requirement of the City Charter. The City Charter can be found at: http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

85. Q: In item 2.3.8.4; HR is not currently responsible for processing payroll; does the City intend for that to change for the new contract period?

A: The Contractor selected would be responsible for meeting the scope of work presented in 2.3.8.4; whether completed by the person referenced in 2.3.8.2 or another method.

86. Q: Section 2.3.8.11 – Create or update City employee job descriptions. Are all the current City Job Descriptions up to date?

A: Yes

87. Q: In item 2.3.8.24; would you define "walk-throughs"?

A: A walk-through would be a simulated exercise to ensure the procedures and processes are effective.

88. Q: Section 2.3.1.1 requires the contractor to "identify and perform Finance and Administrative assistance where the firm reasonably anticipates needs." Can we get a better definition of what the City expects of the contractor?

A: The Contractor is expected to provide necessary services to operate all departments currently functioning within the City's scope of services provided to citizens and other stakeholders.

89. Q: Section 2.3.1.8 – We would like a better definition of "small repairs at City Hall." Can you provide a list of past "small repairs" to City Hall?

A: No such list exists. However, a couple examples include ensuring fire extinguishers are inspected annually and working with the City Hall landlord when HVAC service is required or flooring needs cleaning.

90. Q: Section 2.3.2.1 – Calls for the provision of dedicated clerical and administrative support for the office of the City Manager to support the elected officials and Finance Director. How many personnel will it take to perform these duties?

A: Currently one person performs these responsibilities. However, the person performing these duties is cross-trained in other Finance & Administration roles and performs other tasks as scheduling and needs require.

91. Q: Section 2.3.2.12, can the City elaborate on the type and scope of the "data" that the contractor will need to maintain access and provide to other City contractors?

A: Examples would include agenda items for Council, advisory group contact information, executed contracts, Contractor contact information, etc.

92. Q: Section 2.3.3.1 – Calls for the provision of dedicated clerical and administrative support for the office of the City Clerk. How many personnel will it take to perform these duties?

A: Currently one person performs these responsibilities. However, the person performing these duties is cross-trained in other Finance & Administration roles and performs other tasks as scheduling and needs require.

93. Q: Section 2.3.4.2 – Maintain financial records. What is your established timeline for monthly financials being delivered to the City Finance Director?

A: The City Charter states monthly financial reports are due to Council by the 15th of the following month. The reports should be delivered to the Finance Director early enough to allow for review and any necessary corrections in order to meet the deadline.

94. Q: Section 2.3.4.4 - Is there a specific schedule of events with frames for the production of financial information and reports referred to in this section?

A: Policies and procedures are currently in place. Ongoing development and implementation should be continuous.

95. Q: Section 2.3.4.6 – Promptly identify and pay all City Bills. What is your current payroll and bill paying cycle?

A: Accounts Payable and Payroll are paid biweekly on alternating weeks.

96. Q: Section 2.3.4.8 – Will the City’s Finance Director complete all wire transfers and/or sign off on them prior to completion of the transaction?

A: Yes. Please refer to the City’s Accounting Manual. The City’s Accounting Manual can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

Planning & Zoning

97. Q: Is there an option to only bid on GIS, and if so, can the bidder provide an alternative price?

A: No. It is the intent of the City to keep the service areas as they appear in the RFP and award one contract for delivery of all services in that area. If a Contractor wishes to bid on GIS portion, the Contractor must bid on the entire Planning & Zoning service area. However, if a Contractor wishes to, they may collaborate with another vendor as a subcontractor to provide GIS services.

98. Q: How is GIS expected to be used to support the other service areas?

A: The City has allocated a significant amount of capital into the GIS system, and expects the system to be utilized to its fullest extent across all service areas including city and contract staff.

99. Q: What role will Planning & Zoning have in managing the GIS system?

A: Planning & Zoning has primary responsibility for maintaining the GIS layers, managing the system and assisting the departments to help them maximize use of the GIS assets. The IT Department will provide technical support to the GIS hardware and system.

100. Q: What GIS data has been developed and is currently in use in the City?

A: The City has developed and uses over 70 dataset folders for a wide range of City functions and uses for all City departments. Examples of uses include, but are not limited to, Census Data, Public Safety Stats, Points of Interest, Street Centerlines, Topography, Parcel Data, City Zoning, and Business Information.

101. Q: If GIS data is in the process of being developed, would you please list the dataset and percentage that is complete?

A: GIS data is being processed and developed and will continue to be so indefinitely. GIS must be regularly maintained and updated as necessary.

102. Q: Please clarify who pays for the software and hosting that is associated with the tracking of permits and inspections.

A: The Contractor provides the software they consider necessary to perform the scope of work and all costs associated with the software including hosting and maintenance. The software is maintained on City-owned hardware.

103. Q: The Planning and Zoning Director is identified as being a full-time, on site staff person, while other Department heads are not necessarily identified this way. Would the combined time of a Director and Deputy Director meet this requirement?

A: No.

104. Q: The City of Dunwoody plays an important role in the region. As a key player, does the City desire and/or expect the Planning and Zoning Department to attend regional planning meetings, such as the Atlanta Regional Commission?

A: The Contractor is expected to represent the City when appropriate and necessary.

105. Q: How many existing Geographical information System (GIS) workstations (hardware and software) does the City have?

A: The City has licensed a single enterprise server and two seats of ARCIInfo that the Planning and Zoning Contractor will be responsible for coordinating, but not paying for, annual license renewals. The Planning and Zoning Contractor will also be responsible for providing the ongoing software and hardware maintenance (but not paying for maintenance contracts) of the two workstations used for GIS that the City owns.

106. Q: Please clarify who pays for software and hardware (including updates and maintenance) that are associated with the Geographical information System (GIS).

A: The City will pay for software and hardware (including licenses, updates and maintenance) that are associated with the Geographical information System (GIS).

107. Q: Section 2.4.1.5 Please provide additional detail on specifically what is expected to be performed by the Contractor under this Section.

A: The Planning and Zoning Contractor will provide services including, but not limited to, engineering staff to provide plan review services, along with general engineering, design and maintenance consulting related to those services that the City is responsible for.

108. Q: Scope item 2.4.2.4 - What is the current zoning case load for an average month?

A: Zoning cases (Variances and Rezonings) fluctuate with the health of the real estate market. The City has seen a low caseload since incorporation but it is anticipated that as the real estate market improves that caseloads will increase. Please see website for meeting agendas for Community Development to track activity levels.

109. Q: Scope item 2.4.4 - Does the City have a high degree of confidence that these datasets are accurate?

A: Datasets created by the City are deemed to be highly accurate.

110. Q: Scope item 2.4.2.4 - How many updates to the zoning map typically need to be processed?

A: It is difficult to gauge the number of updates necessary. Zoning activity will fluctuate with the health of the real estate market. The City has seen a low caseload since incorporation but it is anticipated that as the real estate market improves that zoning caseloads will increase.

111. Q: Scope item 2.4.2.8 - A comprehensive re-write of the City's zoning code is typically a standalone project that takes anywhere from a year to two years to undertake depending on the complexity of the current code. Is this a project the city has already begun, or is it on the work program for the coming year(s)?

A: As of the time of this addendum, the project has not begun. The City will have developed and awarded a contract for this service for a third party firm to provide service to the City by the end of the term of the current contract for Planning and Zoning services. The Planning and Zoning Contractor will oversee the project and facilitate the re-write with Council and other stakeholders.

112. Q: Scope item 2.4.2.11 - Is the list of boards, committees, and advisory groups comprehensive as of today? Does the Planning and Zoning staff serve as the primary support for all these groups, or just some of them?

A: The list in 2.4.2.11 is a comprehensive list of groups currently served by Planning and Zoning. The Planning and Zoning Contractor does serve as the primary support for all these groups.

113. Q: Scope item 2.4.4 - Are any datasets in use by the City currently maintained by DeKalb County? If so, what is the file type of the County data (GIS, Microstation, AutoCAD)?

A: DeKalb County does not currently maintain any of the datasets developed by the City. However, the City relies on the County for data maintained by the Tax Commissioner and Tax Appraiser.

114. Q: Scope item 2.4.4 - Is the City maintaining a subset of any data that is also maintained by DeKalb County?

A: No.

115. Q: Does item 2.4.2.8 mean support and assistance to an outside consultant who will actually conduct the comprehensive re-write of the City's Zoning Code?

A: Yes

Information Technology

116. Q: Are the GIS services part of the IT scope?

A: No, but Information Technology department is responsible for providing technical support to GIS and other IT systems utilized across all service areas.

117. Q: Are there any new software implementations scheduled for 2012?

A: No. Currently, the City has not yet scheduled any software implementations for 2012. However, this may change upon approval of the 2012 budget.

118. Q: Are there expectations to staff a full time IT Project Manager?

A: The City expects a primary contact that will be accessible 24/7 for emergency purposes. Staffing the various service areas is at the discretion of the Contractors. Contractors are expected to propose what they deem to be the most effective and efficient staffing level.

119. Q: Is there a formal process for procuring new hardware?

A: Yes, the City has an IT procurement process. The City's Purchasing Policy can be found at: http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

120. Q: Will the City cover the costs of procuring new software/hardware?

A: Yes, the City will cover the costs of the software/hardware. However, it is expected of the Contractor to support and maintain the existing and new IT systems of the City as well as manage the procurement process.

121. Q: Has the City conducted any type of business process improvement (BPI) projects pertaining to IT?

A: There has been no formal BPI for IT. However, the City expects Contractors to identify and improve any inefficient practices discovered during the term of the contract.

122. Q: Can you identify the current phone system (hardware) and number of phone sets?

A: Cisco Call Manager 6.1.3 Number of phones: 83

123. Q: Is it the responsibility of IT to oversee any potential issues with GIS?

A: It is the responsibility of IT to provide IT support services regardless of what city department is utilizing the technology.

124. Q: Is there office space on site available for use by the IT department within the City of Dunwoody headquarters offices? How many headcount could be placed in the offices? Are these facilities provided at no charge?

A: Yes, office space is provided at the City's expense. Please refer to Section 5.4 of the General Conditions. The current Contractor utilizes two office spaces for two on-site employees. Office configurations are subject to change over time. However, Contractors are expected to propose what they deem to be the most effective and efficient staffing level to meet the scope of services.

125. Q: Is there a help desk environment in place (phone, computers, software, etc.) that will be provided by the City that is ready for use on Day 1?

A: Yes.

126. Q: What is the budgeted spend for IT in 2012, 2013, and 2014?

A: The City has not adopted any budgets beyond 2011.

127. Q: What was the budget and expenditures on IT for 2011 and 2010 to IT contractor comparable to the scope of services in the RFP?

A: We are unable to answer that question. The current contract combined costs for IT, Public Relations, and the Finance & Administration components of this RFP.

128. Q: What was the budget for the Information Technology division in 2009, 2010, and 2011?

A: The adopted budget can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

129. Q: What information systems and processes are currently used for the Information sharing and collaborative work between City staff and contractors across departments?

A: Standard office media including, but not limited to, emails, phone calls, memos, office visits, Sharepoint, formal and informal meetings, etc.

130. Q: What is the anticipated Service Level Agreement (SLA) with regard to response times on user service requests and break fix?

A: Please see section 2.5.1.4 of the RFP regarding 24/7 support. No other SLA's currently exist but will be established along with other performance measurements.

131. Q: What information systems and processes are currently used for storing of documentation and training material for the IT department?

A: All information is stored on a shared network drive only accessible to the IT staff.

132. Q: Who is the vendor/supplier for IT services currently?

A: Calvin, Giordano & Associates, Inc.

133. Q: What is the average number of help desk tickets/incidents opened per month in 2010 and 2011?

A: Please refer to Appendix D of the RFP

134. Q: Regarding Appendix D, where are the servers supported by the City housed (data center on-site or hosted off-site and details of either location)?

A: Servers are currently housed on-site.

135. Q: What days are the offices closed for holidays where IT services are not required by contractor (on average annually)?

A: The City currently recognizes typical office holidays including New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and one optional City Floating Holiday. Non-essential employees are not expected to be in the office when the City is closed for business. However, as a government, the City operates a police department that is staffed 24/7; including holidays in addition to administrative employees that may work outside normal business hours. Therefore, it is expected the IT resources be available as required at any time of day every day on an as-needed basis.

136. Q: What new software and hardware implementations (major and minor) are planned for the next 3 years?

A: The City has not adopted any budgets for projects beyond 2011. As part of the contract, the successful Contractor would prepare and provide the City annually (during the budget process), the strategic management plan for continued services. Software and hardware implementations would be addressed within such plan.

137. Q: What types of certifications are required by the City for Information Technology Manager to be provided by contracting firm?

A: The City has not identified within this RFP any certifications required. It is expected the staff assigned to the City will be capable of providing the services listed in the scope of work.

138. Q: What is the process for handling capital asset requests? Example - X months into the contract, while fulfilling requirement 2.5.2.7 (page 31 of RFP), it is determined that a server needs to be replaced. What is the proper procedure for requesting funds to purchase and deploy the new server if this is not currently in the budget?

A: The City would pay for the equipment with the Contractor overseeing the procurement process. The budget document describes the calendar for the budget process; including amendments to request funds not currently budgeted. The adopted budget can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

139. Q: Liability of incorrectly inventory and licensing (legacy)? What enterprise licenses are currently in place?

A: Please refer to Appendix D of the RFP

140. Q: Can you provide diagrams for IT network/server diagrams?

A: Yes, those can be provided to the successful Contractor.

141. Q: Are workstations running XP or Windows 7?

A: Yes. Most are running XP. Some are running Win 7. Some are Apple.

142. Q: How many users are on Blackberry Enterprise server?

A: 25

143. Q: Appendix D does not list any cellphones; are these personal devices?

A: City staff are issued City-owned and maintained cell phones.

144. Q: Do you have SAN / NAS in place? Please provide additional information.

A: No, the only dedicated storage device is a Dell MD1000 attached to the SIRE server

145. Q: What is the level of integration between DPD and the rest of the City on IT level? From Appendix D, I see that backup servers are separated. What about mail/file?

A: DPD is supported by the same IT staff as the rest of the City and is operating on the same LAN. Police file and application servers are located on the same VLAN as the other city servers. The e-mail server is shared between police and city staff. Communications servers (CM, Unity) are on a separate VLAN from other servers.

146. Q: Are Microsoft products under Software Assurance? If not, how do you plan to upgrade software?

A: No. Upgrades are done on an as-needed basis per department requirement.

147. Q: Please describe VOIP infrastructure; Phone models, POE, Network / Server infrastructure to handle VOIP traffic.

A: Call Manager 6.1.3, Phone models: 7941,7911,7961,7906, all POE, Network/Server- Cisco 3750/2960 switches

148. Q: What Help Desk software is currently in use, and is it owned by the City?

A: iSupport

149. Q: Is there another equipment list beyond the one included in the RFP (appendix D)?

A: No

150. Q: What is the location of servers? Describe datacenter space, who is responsible for HVAC / Power / UPS, who is the current Internet provider, and are there any redundancies in Internet feed?

A: All servers are located at the City's Network Operations Center on the second floor of City Hall. Shumate is responsible for the HVAC, ISP is PAETEC, UPS/Power is provided by multiple rack-mounted APC units. The sole internet feed is 4 bonded T1's provided by Paetec.

151. Q: The information listed on the equipment list (appendix D) notes workload and productivity measures actual/projected only through 2011. Does the city have growth projections for these metrics through 2015 which would be the term of the contract?

A: No

152. Q: Section 2.5 - Are there any plans to migrate to IPV6 over length of the contract?

A: There are no plans currently in place.

153. Q: Section 2.5 - Aside from police, what other departments require 24/7 troubleshooting assistance?

A: None generally. However, staff may work outside normal business hours periodically and need services. They should be addressed as the situation would reasonably dictate.

154. Q: Section 2.5.1.1 - Does engineering and design (E&D) require being onsite 7x24? Can you quantify the amount of time E&D is required to be on premises per day of week?

A: Normally, engineering and design can be accomplished during normal business hours. However, it is commonly expected to conduct such work outside of normal business hours to minimize disruption to operations and also because of the shift work of the police department. The City is currently unable to quantify the amount of time required for such work and it would be scheduled in advance as projects are identified.

155. Q: Section 2.5.1.1 – How will the Contractor interface with the vendor that the City is using to provide the equipment and software to the City? Will the vendor that supplied the software and equipment be involved at all in the ongoing operation of the network and system as a whole?

A: The Contractor will be responsible for interfacing with all equipment and software vendors for the City directly. Each software and equipment vendor will continue to be involved in the ongoing operation of the network and system as a whole unless it is deemed their services are no longer needed.

156. Q: Section 2.5.1.5 – Is this in reference to subcontractors as part of this bid or subcontractors brought on specific additional projects approved by City with IT manager assistance?

A: This in reference to subcontractors brought on specific additional projects approved by City with IT manager assistance.

157. Q: Section 2.5.1.6 - Does the City currently support such system or will be a new system/application provided by contracting firm. If currently supported what is the platform being used to provide the service?

A: Please refer to section 27 of the Instructions to Bidders. Performance indicators shall be mutually agreed upon between the identified Contractor for selected service area and the City no later than October 15, 2011. The Contractor shall commence tracking relevant metrics in January 2012.

158. Q: Section 2.5.1.6 – Reporting on monthly/quarterly/yearly basis? Are there examples of the type of reporting that will need to be produced?

A: No

159. Q: Section 2.5.2.1 - Do you have pending “any additional” hardware/software projects?

A: No

160. Q: Section 2.5.2.1 - Please elaborate on “All City’s Operational Needs”

A: Contractor is expected to effectively and efficiently operate the IT Department as required for the City to provide services to its citizens and other stakeholders.

161. Q: Section 2.5.2.2 – Please provide technical documentation on City’s website; what OS/software is running the website?

A: The city’s current website is running on Microsoft Windows Server using the IIS platform.

162. Q: Section 2.5.2.2 – Please provide technical documentation on City’s website; what software is used to manage/update website content?

A: The software being used for website content management is Telerik’s Sitefinity ASP.NET CMS.

163. Q: Section 2.5.2.2 – Please provide technical documentation on City’s website; what is the frequency of changes to City’s website.

A: Minor website content or revision changes are done on a daily basis either by the IT Department or internal city staff.

164. Q: Section 2.5.2.2 - Who created the website?

A: Calvin, Giordano & Associates, Inc.

165. Q: Section 2.5.2.2 - Is there documentation available to the winning Bidder?

A: Yes

166. Q: Section 2.5.2.2 - Who hosts the website?

A: Calvin, Giordano & Associates, Inc.

167. Q: Section 2.5.2.2 - Where is the DNS server located?

A: The City's DNS server is located at the City Hall NOC, that DNS server then points to one given by the ISP.

168. Q: Section 2.5.2.2 - Who authors the content for the website (i.e. does Police provide content for Police information and IT publishes on public website).

A: Individual departments, in cooperation with Public Relations & Marketing staff manage the content of the web but IT is responsible for the technical components of the website.

169. Q: Section 2.5.2.3 - We assume it is the winning bidder's responsibility to do the physical aspects of any updates and upgrades. Is it correct to assume the City will pay for all hardware and software update/upgrade costs, etc. as they present themselves?

A: Yes

170. Q: Section 2.5.2.5 – Do you have software in place to manage inventory?

A: Yes.

171. Q: Section 2.5.2.7 - What is current lifecycle on hardware/software replacement upgrades? 3/4/5 years?

A: The City incorporated on December 1, 2008 (less than three years ago). Most equipment in use now is original equipment and not replacement. The IT Strategic Plan should address lifecycle replacement each year.

172. Q: Does 2.5.2.7 refer to technology refreshes or replacement of existing assets (both Software and Hardware)?

A: Yes

173. Q: Section 2.5.2.7 – Will the City cover all of the costs for the replacement of hardware and software under the provisions of this Section?

A: Yes

174. Q: Section 2.5.2.8 – Do you currently use MS Exchange for email/contact/scheduling? Is this requirement for ongoing maintenance or additional capabilities to extend current solution? Are you planning on using MS Exchange going forward or migrating to a different solution?

A: The City currently uses MS Exchange and anticipates continuing to do so. This requirement, by itself, is for the ongoing maintenance and periodic updates.

175. Q: Section 2.5.2.9 – How often will validations occur?

A: The adopted continuity plan should identify validation requirements.

176. Q: Is there a current disaster recovery system in place or will requirement number 2.5.2.9 (page 31 of RFP) be for an entirely new system?

A: New system

177. Q: Is 2.5.2.10 only for contracted systems which have been inventoried within scope. Will new major systems implementations be out of scope or should contractor plan for additional work?

A: Currently, there is no work scheduled that is outside the scope of work within the RFP. Throughout the contract, it is reasonable to assume some software and hardware implementations would be required. The Contractor should plan for additional work as would reasonably be anticipated during the full term of the contract.

178. Q: Section 2.5.2.11 – How many RFP / year?

A: The City is unable to estimate future RFP activity for IT or any other department.

179. Q: Section 2.5.12 – What is the length of time required to keep all emails in an archive?

A: Five years

180. Q: Section 2.5.2.13 - What is in place today for centralized storage and what are space requirements?

A: There is only a Dell MD1000 direct-attached storage device in place. All other storage is localized to the physical servers.

181. Q: Section 2.5.2.14 - Please list number of switches and locations of network closets to support LAN. (Is everything in one building?)

A: Everything is located in one building. NOC is located on second floor of City Hall, with 2 network closets located on the first floor of City Hall.

182. Q: Section 2.5.2.15 - What are disk space requirements for each MS SQL server instances?

A: 1GB Currently

183. Q: Is requirement 2.5.2.14 (page 31 of RFP) an entirely new system?

A: No

184. Q: Does the City currently have in place hardware to provide such capability required in section 2.5.2.12? If not is the City requesting the Contracting Firm provide with a turnkey solutions?

A: The City does currently have in place hardware and software to meet the requirements of 2.5.2.12. All expenses related to the purchase of new hardware and software will be borne by the City.

185. Q: Does the City currently have in place hardware to provide such capability required in section 2.5.2.13? If not is the City requesting the Contracting Firm provide with a turnkey solutions?

A: The City does currently have in place hardware and software to meet the requirements of 2.5.2.13. All expenses related to the purchase of new hardware and software will be borne by the City.

186. Q: Will contracting firm assume currently installed security components or will contracting firm be requested to provide turnkey solutions for all components outlined in 2.5.3.1.

A: The City does currently have in place hardware and software to maintain the components mentioned in 2.5.2.13. All expenses related to the purchase of new hardware and software will be borne by the City

Building Permitting & Inspection

187. Q: Is there any particular reason that Code Enforcement and Building Inspections are merged in the same department?

A: The current Contractor has developed economies of scale by cross-training the Code Enforcement personnel with some of the building inspection personnel.

188. Q: If Code Enforcement had to bring a violator to the court, will the Code Enforcement officers need to be present in court?

A: Yes.

189. Q: Should the Code Enforcement Officer be a full time employee?

A: The City wishes Contractors to propose what they deem to be the most efficient and effective staffing level.

190. Q: Will the Code Enforcement Officers be sworn in?

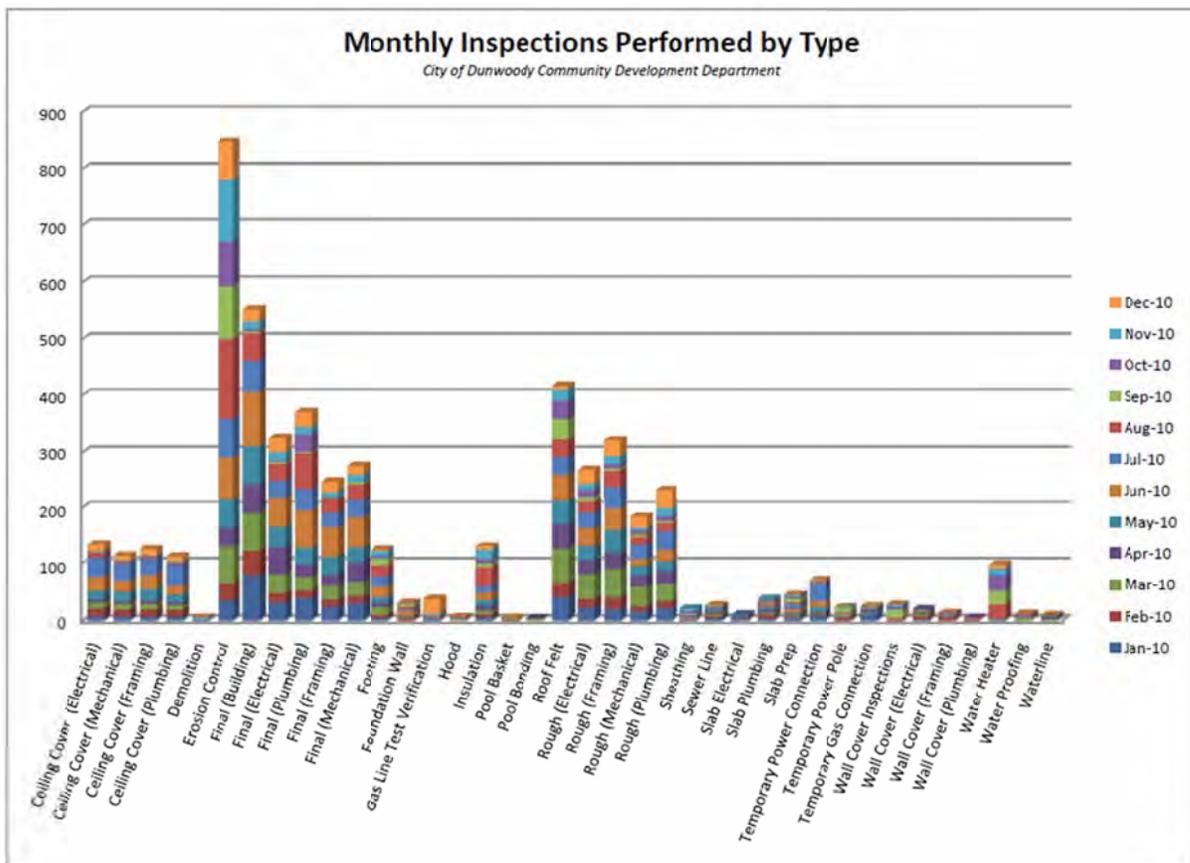
A: The Mayor will swear in all Code Enforcement employees that will be issuing citations.

191. Q: Does the City require Code Enforcement officers to be State certified?

A: There are no such requirements in the RFP; however the City expects that Contractors in this service area will have the appropriate capabilities and certifications necessary to provide good service. Contractors, in part, will be judged by their ability to provide the necessary personnel to meet the scope of the RFP.

192. Q: Would you please provide for current year to date, and the two prior fiscal years; specific activity data (Building Permits and Inspections) including total building permits issued, total inspections conducted, breakout of permits and inspections by discipline, cycle times for processing, revenues collected, and fees charged to the City by the current contractor?

A: During 2009 (a partial year), 1,233 permits were issued and 6,010 inspections completed. During 2010, there were 1,708 permits issued and 5,868 total inspections completed. During 2011 through April 30, 2011, the number of permits issued and inspections completed is 553 and 1,918. A 2010 breakdown of that year for specific inspection types is below. Please see the 2010 Monthly Inspections Table by Type. Prior year revenues for 2009 and 2010 are noted in the RFP (p. 78 of 80). January 1, 2011 through April 30, 2011 permit revenue is \$182,950. The current Contractor’s fee for inspections is 80% of the permit revenue. Plan reviews are completed within 10 business days and permits are issued once all review comments are addressed.



193. Q: Would you please provide for current year to date, and the two prior fiscal years: specific activity data (Code Compliance) including total notices of violation issued, number of cases complied, number of cases prosecuted, breakout of cases by type, cycle times, revenues collected and charges levied.

A: The information can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

194. Q: What is the expected response time for inspections services?

A: Calls for inspections received by noon are responded to on or before the next business day. Calls received after noon are responded to on or before the second business day.

195. Q: Code Compliance can be a reactive program (responding to complaints) and/or a proactive program (looking for violations). Which method, if not both, does the City of Dunwoody prefer to have? If a proactive approach is to be included, please describe the level of service expected and what code compliance programs the City currently has in place that they may wish to continue.

A: The City maintains both a reactive and proactive program for code compliance. Responses to complaints occur within 24 hours of receiving the complaint. The proactive program involves action taken on violations observed and an active property maintenance code review of apartment complexes. This City is home to 33 apartment developments and since June of 2010, 10 of these complexes have been thoroughly inspected. A full detailed report of these inspections identifies each of the violations with photographs. These include violations of the International Building Code, International Property Maintenance Code, Life Safety Code, International Fire Code, International Plumbing Code, National Electrical Code, Georgia Accessibility Code, and National Fire Protection Association Regulations.

196. Q: The City requests that all Bidders for the Building Permits and Inspection services provide an additional, alternative method of calculating the contract cost in lieu of a lump sum fee. Is the proposed percentage split of the permit revenue intended to include Code Compliance services? If not, would this percentage split also include a remaining lump sum fixed fee for Code Compliance?

A: A proposed split of the permit revenue intends to address building plan review and inspections only. As such, responses should include a proposed percentage split for building plan review and inspections, along with a lump sum fixed fee for the code compliance services.

197. Q: Section 2.6 – How is the current contractor compensated for providing the Building and Inspections services?

A: The Current Contractor receives a percentage of the revenues generated.

198. Q: Please clarify item 2.6.1.12, "Develop a system of standards for taxi and limousine licensing and compliance."

A: The City recently adopted a licensing code for taxis and limousines. The code is available at: http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx. The system would be policies and procedures to administer the new code.

199. Q: Relative to Building and Permitting; can plan review functions be conducted remotely and electronically?

A: Yes, however, the Contractor must be available to meet directly with customers, City staff or other persons as needed and/or requested by the City.

Parks & Receptions

200. Q: Are the park services provided through DeKalb County or the City of Dunwoody?

A: The City owns all the park properties in Dunwoody.

201. Q: Does the City have any employees that act as park maintenance crews?

A: No, the City does not have any employees that act as maintenance crews.

202. Q: If the City decides to acquire additional green space, what will the responsibilities of the Contractor?

A: The Contractor would assist the City in the due diligence process to purchase new property. If the scope of the contract grows considerably via the acquisition of new property, a contract amendment may be necessary.

203. Q: Who currently employs the Parks and Recreation staff necessary to carry out the day-to-day programs/services at the ground level?

A: Lowe Engineers is the primary contractor. The City pays for Roadworx (subcontractor) directly for maintenance crews with the contract overseen by Lowe Engineers.

204. Q: Is the Skate Park managed (per the hours listed on the website) with supplied staff provided under Section 2.7. (Monday – Friday 3:00 p.m. – 10:00 p.m., Saturday 10:00 a.m. – 10:30 p.m. and Sunday 12:00 p.m. – 10:30 p.m.)?

A: No, the Skate Park is managed by a third party. The City oversees the contract with the third party.

205. Q: How many special events are sponsored by the City? Is there additional staff required under Section 2.7 for these events?

A: **Currently two: Pics in the Park and the Veterans' Day Memorial. No additional staffing is required for these events.**

206. Q: Is the Dunwoody Nature Center staffed under Section 2.7?

A: No

207. Q: For 2.7 Parks and Recreation, please provide a list of the athletic associations and a list of the Private Programs that the Contractor will manage or coordinate.

A: : In addition to the Skate Park Contract mentioned elsewhere, groups include Dunwoody Senior Baseball, Dunwoody Nature Center, Spruill Center for the Arts, Stage Door Players, Chattahoochee Handweavers Guild, Dunwoody Community Garden, Brook Run Dog Park Conservancy, Dunwoody Preservation Trust.

208. Q: For scope item 2.7.1.7, please provide a listing of the types of information and the sources.

A: This is a generic requirement listed in all sections of the scope of work. Each Contractor must verify and update information as may be provided from other sources from time to time.

209. Q: For scope items 2.7.2.6 and 2.7.3.1, please provide the current operations budget for capital improvements and repairs.

A: The City's adopted budget can be found at:
http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

210. Q: Section 2.7.3.6 – How many private instructor contracts are in place and for what areas?

A: Currently one. The Skate Park Concessionaire can offer camps, classes and lessons under his contract.

Public Relations & Marketing

211. Q: Why would the Contractor responsible for the Public Relations and Marketing services need to have someone on call 24/7?

A: The person on call would be utilized for crisis scenarios. The Public Relations & Marketing contact would not currently be responsible for police related announcements, but this may change over the course of time. The Police Department has a Public Information Officer that will handle police related news.

212. Q: Other than the annual report, what publications will need to be developed by the PR & Marketing department?

A: Examples can be found at: http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

213. Q: Should Contractors submit resumes for the Public Relations & Marketing Manager prior to the contract award?

A: Yes, the City is interested in reviewing during the bid evaluation process the capabilities and experience of both the firm as well as the proposed personnel.

214. Q: Are there any motor vehicles available for Public Relations & Marketing to use?

A: No, Public Relations & Marketing does not have access to the City's motor vehicles.

215. Q: Is there a budget for the Public Relations & Marketing [and other] departments?

A: Yes, there is a budget for the City. The adopted budget can be found at:

http://www.dunwoodyga.gov/home/Project-Details/11-04-12/RFP_Municipal_Government_Services.aspx

216. Q: Will Public Relations & Marketing be responsible for operating and maintaining the City's website?

A: Public Relations & Marketing personnel will be required to maintain only the content of the website. IT department will work with Public Relations & Marketing on the technical mechanics of the website.

217. Q: Who will cover the expenses associated with purchasing advertising / media space?

A: The City will cover the costs of purchasing advertising and media space. However, the Contractor will be responsible for providing the expertise in managing our advertising and media purchasing.

218. Q: Who will cover the expenses associated with hosting the City's website?

A: The City will cover the costs of maintaining the website.

219. Q: Does the City outsource graphic design related projects?

A: The City tries to complete as much work as possible in-house. Some outsourcing to third parties is anticipated.

220. Q: Please provide the MOU mentioned in scope item 2.2.5.4.

A: The City of Dunwoody and the Perimeter Community Improvement District have executed a Cooperation Agreement (Memorandum of Understanding) that promotes coordination and communication between the parties related to transportation improvements in the PCID service area.

221. Q: Does the City own any barricades, traffic cones or temporary signage for use in emergency traffic control situations?

A: No

CLARIFICATIONS OR CHANGES TO THE REQUEST FOR PROPOSALS DOCUMENT:

Below are changes to the language of the RFP. All respondents are should thoroughly read the changes detailed below.

- A. RFP Section 1.3 should be deleted in its entirety and replaced with the following for clarification:

“The term of the contract for the delivery of municipal services in each service area will be from January 1, 2012 through the following thirty-six (36) succeeding months. The City reserves the right of an option of one (1) additional twelve (12) month renewal period pending availability of appropriated funding, Contractor compliance with City rules and policies, satisfactory performance reports and City Council approval.”

- B. RFP Section 2.1, Item “p” reads, “Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles. City may utilize any vehicle described in section 5.7 of the General Conditions (Appendix B) when not in use by the Contractor.”

This should read, “Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles. “

- C. RFP Section 2.2.4.1 reads “Oversee the of any new sidewalks and curbing shall be completed ...”

This should read “Oversee the maintenance and construction of any new sidewalks and curbing to be completed ...”

- D. RFP Section 2.3.1.10 is redundant and should be deleted in its entirety.

- F. RFP Section 2.3.4.16 reads, "Prepare monthly financial reports for the City Finance Director's review in order to distribute to City Council by the end of the following month."

To comply with section 3.04 of the City Charter, this should read "Prepare monthly financial reports for the City Finance Director's review in order to distribute to City Council by the fifteenth of the following month."

- G. RFP Section 2.6.1.4 reads "Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for facility maintenance."

Since the listed item only pertains to the Parks & Recreation service area, Section 2.6.1.4 is removed.

- H. RFP Section 2.7.2.2 reads "Maintain and properly manicure City parks. This includes internal and external cleaning of all facilities daily, mulching, and playgrounds."

This should read "Oversee the maintenance of the City parks."

- I. Appendix B – General Conditions, Section 14.1 should be deleted in its entirety and replaced with the following:

“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 ~~solely~~ by the City's negligence or by the ~~joint~~ 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 14.4 below by or in favor of any person described in Section 14.5 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, ~~or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them.~~ The indemnification provisions of this Section 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."

- J. Appendix B – General Conditions, Section 18.2 should be deleted in its entirety and replaced with the following:

"Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data."

- K. Appendix B – General Conditions, Section 24.18 should be deleted in its entirety and replaced with the following:

“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 Agreement.”

- L. Appendix B – General Conditions, Section 5.7 should be deleted in its entirety and replaced with the following:

~~“Vehicles. On January 1, 2012, the City will own all vehicles currently used by Contractors performing the current Public Works and Community Development contracts. The City intends to transfer all vehicles to the Contractor(s) awarded the new contracts commencing January 1, 2012. All costs associated with the title transfer, maintenance and repairs shall be the responsibility of the Contractor. Vehicles associated with each respective service area can be found in Appendix F. On January 1, 2012, Contractor shall supply new vehicles necessary to perform the contract(s.) As a minimum standard, Contractor shall maintain vehicles in a manner acceptable to the City. Vehicles shall be free of any major defects. Paints, body, and interior shall have only minor (if any) blemishes, and there shall be no major mechanical problems. There shall be little or no rust on the vehicles. Engine compartment shall remain clean, with no fluid leaks. Tires shall match and maintain substantial available tread wear. Vehicles must have a clean title history. Vehicles must pass all required emissions tests. Vehicles shall not have any unsubstantiated mileage at any time. Vehicles shall be replaced at the Contractors expense at any time the vehicle does not meet the City’s standard, no less often than when the age of the vehicle reaches six years or 150,000 miles. The original (or Replacement) vehicles’ ownership reverts to the City at the conclusion of the 36th (or 48th) month of the contract at no additional expense to the City. If the contract is terminated prior to the 36th month, the City shall purchase the vehicle(s) at the published Kelly Blue Book trade-in value for the same vehicle in “good” condition provided the Contractor has adhered to the standards noted in this section. Contractor allows the City to utilize the vehicles when not in use by the Contractor.”~~

- M. RFP Addendum F is deleted in its entirety.

REQUEST FOR PROPOSALS

RFP 11-02

MUNICIPAL GOVERNMENT SERVICES PROCUREMENT

Issue Date: April 12, 2011

Proposal Due Date: May 23, 2011

REQUEST FOR PROPOSALS (RFP) 11-02 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for Purchasing RFP 11-02 Municipal Government Services Procurement. The City will consider service providers whose proposals meet the criteria established in the Request for Proposals. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors.

Work is to commence on or about January 1, 2012.

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked “**Chris Pike, Director of Finance – CONFIDENTIAL RFP 11-02**”. Within the proposal package, Bidders shall submit separately sealed technical proposal and cost proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Monday, May 23, 2011** at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

The City will hold a **Pre-Proposal Conference at 10:00 am EST on April 29, 2011** at the City of Dunwoody Courtroom, 41 Perimeter Center East, First Floor, Dunwoody, GA 30346. The conference will include a review of the proposal documents and a question and answer session. Attendance at the Pre-Proposal Conference is strongly encouraged, but it is not required. Prior to the Pre-Proposal conference, the City will post a meeting agenda on the Purchasing page of the City’s website. The City expects Contractors to be familiar with the proposal requirements and to provide the City with any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for Contractor questions.

Contractors shall submit all questions regarding Purchasing RFP 11-02 via email only to RNR@dunwoodyga.gov no later than May 5, 2011 at 2:00 pm EST. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City’s website.

Proposals should be clearly marked on the outside packaging with “**Chris Pike, Director of Finance – CONFIDENTIAL RFP 11-02**” and addressed as follows:

Chris Pike, Director of Finance
CONFIDENTIAL – RFP 11-02
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Contractors may not withdraw their proposal for a period of **one hundred and eighty (180) days** after the time and date scheduled (or subsequently rescheduled) for proposal opening.

The City's staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list firms that the City deems best meet the requirements, taking into consideration all criteria listed in the RFP. The City may, at its sole discretion, ask for formal presentations from all of the responsive and responsible Bidders, or only from those firms that are short-listed.

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

The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 11-02 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT TECHNICAL PROPOSAL.**

The cost proposal envelope should only contain the Bidder's cost proposal; the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 11-02 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT COST PROPOSAL.**

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

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

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

The Bidder awarded the Contract must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the 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 the 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 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 regarding this solicitation during evaluation period should be submitted in writing, marked CONFIDENTIAL and delivered to Chris Pike, Director of Finance, City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to RNR@dunwoodyga.gov or facsimile to (678) 533-0797. **Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.**

Table of Contents

1	GENERAL INFORMATION.....	6
1.1	Background	6
1.2	Purpose of Procurement.....	6
1.3	Term of Contract	7
1.4	Anticipated Schedule of Events	7
2	SCOPE OF WORK.....	8
2.1	Scope Of Required Services	8
2.2	Public Works	11
2.3	Finance And Administrative Services	16
2.4	Planning And Zoning.....	26
2.5	Information Technology	30
2.6	Building Permits And Inspections.....	33
2.7	Parks And Recreation.....	36
2.8	Public Relations And Marketing	39
3	PROPOSAL FORMAT.....	42
3.1	Economy of Presentation.....	42
3.2	Proposal Submission.....	42
3.3	Proposal Content.....	43
4	EVALUATION CRITERIA	48
5	PROPOSAL FORM.....	49
6	INSTRUCTIONS TO BIDDERS.....	51
	Appendix A - No Response to Request for Proposals	58
	Appendix B - General Conditions.....	59
	Appendix C - Sample Affidavit.....	75
	Appendix D - Information Technology Inventory	76
	Appendix E –Cost Table.....	77
	Appendix F – Motor Vehicles Inventory.....	80

1 GENERAL INFORMATION

1.1 Background

The City of Dunwoody is a newly incorporated city (2008) on the north side of metro Atlanta with a 2010 census population of 46,267. It is a scenic community including 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 firms. From the initial incorporation, the City has operated as a public-private partnership (PPP), with the vast majority of City staff employed by private companies. The City has determined that the PPP model adds value and flexibility, promotes competition, builds accountability, and provides the highest level of customer service to the citizens of the City.

1.2 Purpose of Procurement

The existing municipal services contracts for public works, community development, and financial and administrative services are set to expire on December 31, 2011. The purpose of this RFP is to enter into a public-private partnership with highly experienced service providers who have the capability and professional staffing resources required to provide high quality service and increased efficiencies of municipal operations. Firms shall provide service to the City for the period of three years plus one additional year at the City's option.

The City is searching for the Contractor(s) that will be able to provide municipal services in the following service areas: **Public Works, Finance and Administrative Services, Planning and Zoning, Information Technology, Building Permits and Inspections, Parks and Recreation and Public Relations and Marketing.** Bidders may respond to more than one service area.

The City seeks Contractor(s) to manage the delivery of municipal services in a responsive, economical, and efficient manner. Furthermore, the City expects that the Contractor(s) will identify any causes of inefficiencies or uneconomical practices, including inadequacies related to the types of policies and procedures within respective service areas. The City expects Contractors continuously to improve the services delivered to the City's residents by tracking performance measurements and by providing ongoing professional development for contracted staff.

1.3 Term of Contract

The term of the contract for the delivery of municipal services in each service area will be from January 1, 2012 through the following forty-eight (48) succeeding months.

1.4 Anticipated Schedule of Events

RFP Issue Date	April 12, 2011
Pre-Proposal Conference	April 29, 2011
Last Day for Questions	May 5, 2011
Proposal Due Date	May 23, 2011
Written Proposal Evaluations	June 7, 2011
Oral Interviews for Short Listed Bidder's	June 16, 2011
Contract Award	July 25, 2011
Executed Contract	January 1, 2012

(Note: Dates are subject to change)

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

2 SCOPE OF WORK

2.1 Scope of Required Services

For the purpose of this RFP, Contractor(s) will provide all municipal services for the City of Dunwoody; the City divided the service areas into seven (7) separate functions:

- 1) Public Works
- 2) Finance and Administrative Services
- 3) Planning and Zoning
- 4) Information Technology
- 5) Building Permits and Inspections
- 6) Parks and Recreation
- 7) Public Relations and Marketing

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. **There will be no additional points awarded to firms bidding on more than one service area, and the City will evaluate each Contractor's qualifications in each service area separately.** However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one Contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience and has the capacity to properly staff and manage the delivery of high quality services to our constituents.

For all work provided to the City of Dunwoody, the Contractor(s) shall meet the following general service delivery requirements:

- a) Provide services under the direction of the designated City Official. Such services shall encompass all those duties and functions reasonably and customarily associated with delivery of the required services in accordance with local, state, and federal laws including, but not limited to, the City Charter, City ordinances, and laws of the United States and the State of Georgia.
- b) Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material and maintain all required Manufacturer's Safety Data Sheets (MSDA) forms on site at the City.
- c) Comply with all local, state and federal documentation retention requirements including, but not limited to, the City's document retention schedules, as adopted and amended by City Council.
- d) Support the established culture throughout the City and community of Dunwoody.
- e) Promote information sharing and collaborative work between all City staff and Contractors.
- f) Identify, record and report relevant performance measurements for contracted service areas. Contractor(s) shall submit monthly reports monthly based on established performance indicators. The City and the selected Contractor(s) will mutually agree upon a set of key performance indicators no later than October 15, 2011. The Contractor shall commence tracking relevant metrics in January 2012.

- g) Develop, implement, maintain, and improve strategies to attract and retain highly-qualified employees in the appropriate number to maintain the required level of service and to fill vacancies in staffing promptly.
- h) Research current and relevant trends and laws that might have an impact on the City and service delivery, providing communication on the impact of the events to the City.
- i) Provide the City with employees that have the technical knowledge to operate City-owned IT infrastructure and software within their respective departments (Please see Appendix D for the detailed list of City-owned software and hardware).
- j) Throughout the term of the contract, maintain and implement documented training programs to guarantee that contracted staff members remain at the top of their field throughout the duration of their specified assignment(s) with the City.
- k) Prepare an annual document that outlines education and professional development provided to staff during the prior year and outlines training that will be delivered to the staff providing services, and provide said training to their employees.
- l) Throughout the term of the contract research and implement, operational improvements to increase efficiencies improve service and reduce operating expenses.
- m) Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes.
- n) Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.
- o) Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.
- p) Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles. City may utilize any vehicle described in section 5.7 of the General Conditions (Appendix B) when not in use by the Contractor.
- q) Obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.
- r) Furnish and maintain for the benefit of the City all labor, supervision, and equipment not otherwise provided, which are necessary and proper for performing the services, duties, and responsibilities set forth and contemplated as necessary to maintain the required level of service.
- s) Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized.
- t) Maintain, for purposes of City business, established business hours and provide appropriate staff to perform any after-hours requirements. Such hours are subject to change throughout the term of the contract.
- u) Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- v) Use the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail.

- w) Prepare and provide to the City update reports submitted monthly and within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the current status of specific performance indicators established for each service area.
- x) Prepare and provide to the City annually (during the budget process), the strategic management plan for continued services in the specific service area managed by the Contractor.
- y) Maintain and update at least semi-annually the scope of work, listing specific services to be delivered in the service area managed by the Contractor.

In addition, the Contractor(s) shall provide the specific services described in the sections below.

2.2 PUBLIC WORKS

The Department of Public Works is responsible for the management, development, safety, and maintenance of the City's roadways, parks, and stormwater systems. Its major functions include streets maintenance, paving and striping, sidewalks, gutters, related street areas, traffic signals, road sign maintenance, parks maintenance, stormwater utility, emergency preparedness as it relates to public works functions, traffic engineering, and traffic calming. The Public Works department is charged with providing high quality and responsive service to the residents and business owners of Dunwoody, including the on-call and maintenance staffs who strive to respond to citizen and community requests in a professional and timely manner. Currently, the Department maintains 185 centerline miles of roadway, and 43 linear miles of sidewalks, addressing issues such as:

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

2.2.1 General Requirements

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

- 2.2.1.1 Provide services under the direction of the City Manager or designee.
- 2.2.1.2 Provide a Public Works Director, approved by the City, with full responsibility to manage all staff necessary to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Director without written approval of the City; the City will not unreasonably withhold approval.
- 2.2.1.3 Provide the City with a primary contact to act as a liaison between the City and the Contractor.
- 2.2.1.4 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.2.1.5 Develop capital improvement plans for applicable Public Work service areas.
- 2.2.1.6 Provide, manage, and oversee ongoing project management, engineering, design, and maintenance for the operation as needed to meet the needs of the City.
- 2.2.1.7 Provide supervision of Contractors providing Public Works services to ensure that Contractors meet City performance standards.
- 2.2.1.8 Conduct all activities necessary to maintain a first class traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.
- 2.2.1.9 Conduct all activities necessary to maintain a street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks, and related projects.

- 2.2.1.10 Maintain the inventory of all transportation related assets, which shall include but not be limited to, traffic signals, street signs, street lights, guard rails, sidewalks, roads, curbs and gutters, traffic calming devices, stormwater catch basins and inlet structures. The City will provide the Contractor an asset inventory as of January 1, 2012 in a manageable electronic database format.
- 2.2.1.11 Respond to public requests and complaints in a timely and professional manner and keep logs of the resolution of all such requests and complaints.
- 2.2.1.12 Attend City meetings to represent Public Works as required and directed by the City Manager.
- 2.2.1.13 Track, maintain, and report on key performance indicators established by the City for the Public Works in a timely manner.
- 2.2.1.14 Identify and perform other Public Works assistance where the Contractor reasonably anticipates needs, which are not specifically set forth above.

2.2.2 Street Maintenance and Striping

The Contractor shall provide the following services:

- 2.2.2.1 Oversee maintenance and repair of all City Streets including but not limited to pothole repair, paving and striping as directed by the City Manager.
- 2.2.2.2 Oversee all maintenance work in compliance with current Georgia Department of Transportation (GDOT) specifications.
- 2.2.2.3 Oversee unanticipated and emergency road repairs such as washouts, sinkholes and damage caused by vehicle accidents.
- 2.2.2.4 Conduct all activities necessary to maintain a first class roadway and bridge infrastructure system in accordance with American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM) standards, including, but not limited to, overseeing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning and repairs necessitated by storm events.
- 2.2.2.5 Coordinate emergency responses, as they relate to Public Works, to all weather-related events.
- 2.2.2.6 Identify and perform other street maintenance and striping responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.3 Traffic Signals, Street Signs and Street Lights

The Contractor shall provide the following services:

- 2.2.3.1 Maintain the proper operation of all traffic signals and streetlights at all times within the City of Dunwoody.
- 2.2.3.2 Traffic signals shall be operational continuously and Contractor shall be responsible for providing emergency response to signal outages or malfunctions.

- 2.2.3.3 Adjust and/or align signal heads for proper pedestrian and vehicular traffic.
- 2.2.3.4 Inspect signal timing and make adjustments as required.
- 2.2.3.5 Oversee and manage the inspection and cleaning of traffic signal cabinets and equipment at least once per year.
- 2.2.3.6 Identify and perform other traffic signals, street signs, and streetlights responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.4 Sidewalks, Gutters and Related Street Areas

The Contractor shall provide the following services:

- 2.2.4.1 Oversee the of any new sidewalks and curbing shall be completed in accordance with (GDOT) as well as applicable ANSI and ASTM standards and as directed by the City Manager.
- 2.2.4.2 Maintain first class sidewalks, gutters, and related street areas including, but not limited to, overseeing all necessary maintenance and cleaning of the same as directed by the City Manager.
- 2.2.4.3 Maintain and clear the City's Rights-of-Way (ROW), performing landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems consistent with the standards of the Department.
- 2.2.4.4 Identify and perform other sidewalks, gutters, and related street areas responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.5 Traffic and Transportation Engineering

The Contractor shall provide the following services:

- 2.2.5.1 Review and update the inventory of the City's existing road conditions and review the re-paving plan, the long-term schedule, and the associated annual costs.
- 2.2.5.2 Review and revise the existing striping plan and the associated schedule and projected yearly costs.
- 2.2.5.3 Monitor the existing traffic signal system and create an annual schedule for all required updates.
- 2.2.5.4 Maintain communications with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding.
- 2.2.5.5 Work with the community and the PCID to set public space standards for all Dunwoody commercial areas.
- 2.2.5.6 Continuously explore methods of improving traffic flow in a non-grid environment.
- 2.2.5.7 Review, revise, and develop recommendations for Street Smart regarding the establishment of a grid system in the revitalized commercial areas.

- 2.2.5.8 Continuously explore the use of under/ over passes (grade separation) at key bottleneck points.
- 2.2.5.9 Review and, if applicable, revise plans to provide appropriate infrastructure to increase and enhance the traffic flow of pedestrians and cyclists.
- 2.2.5.10 Review and update the inventory of neighborhoods that need traffic calming projects and streamlining of the current traffic calming requirements and process.
- 2.2.5.11 Utilize the latest GIS equipment and technology to review and update road maps and pavement condition data.
- 2.2.5.12 Analyze, evaluate, and synthesize all the above transportation elements into the existing Comprehensive Transportation Plan as appropriate.
- 2.2.5.13 Identify and perform other traffic and transportation engineering responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.6 Stormwater

The Contractor shall provide the following services:

- 2.2.6.1 Provide ongoing engineering, design, and maintenance of stormwater systems, as needed, to meet the needs of the City in accordance with all ANSI and ASTM standards and as directed by the City Manager.
- 2.2.6.2 Review, update, and implement all necessary policies, protocols, rules, and regulations necessary to meet or exceed the City's stormwater requirements under applicable, federal, state, and local laws, including, but not limited to, federal clean water requirements.
- 2.2.6.3 Integrate activities when applicable with Planning and Zoning and other departments as necessary.
- 2.2.6.4 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.2.6.5 Identify, document and, if deemed applicable by the City Manager, implement water conservation practices and methods.
- 2.2.6.6 Create, maintain, store, and retrieve available documents that are necessary for the effective implementation and operation of the City's stormwater requirements under applicable, local, state, and federal laws.
- 2.2.6.7 Identify and perform other stormwater responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.7 Emergency Preparedness

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

- 2.2.7.1 Review, revise and implement policies and guidelines, and coordinate, operate and maintain the City's emergency preparedness program in accordance with all

applicable, federal, state, and local laws, as well as prudent local government practices.

- 2.2.7.2 Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS as it relates to Public Works activities.
- 2.2.7.3 Assist the Police Department with chains or other traction devices in the event of a snow or ice storm, which may impair the traction of Police or other City vehicles.
- 2.2.7.4 Identify and perform other emergency preparedness responsibilities, as related to Public Works, where the firm reasonably anticipates needs, which are not specifically set forth above.

2.3 FINANCE AND ADMINISTRATIVE SERVICES

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

The services provided by the Finance and Administration Department include:

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

2.3.1 General Requirements

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

- 2.3.1.1 Identify and perform Finance and Administrative assistance where the firm reasonably anticipates needs, which are not specifically set forth below.
- 2.3.1.2 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.3.1.3 Provide supervision of Contractor(s) providing Finance and Administrative Services to ensure that all contractual requirements are performed effectively and efficiently. The City Finance Director will provide day-to-day operational supervision for department staff.
- 2.3.1.4 Provide additional staffing resources on an as needed basis to support the City, such as during financial audits.
- 2.3.1.5 Provide employees that are proficient with the software utilized by the Finance and Administrative Department. This, at a minimum, includes the Microsoft Office Suite.
- 2.3.1.6 Provide services under the direction of the City Finance Director or designee. The Finance Director is a City employee.
- 2.3.1.7 Adhere to all established internal controls and procedures.
- 2.3.1.8 Perform roles related to facility management including, but not limited to, small repairs at City Hall, maintenance of building equipment such as door locks and key assignments and coordination with property management.

- 2.3.1.9 As it relates to Finance and General Administrative Services functions, track, maintain and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.
- 2.3.1.10 Identify and perform other Finance and Administrative assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

2.3.2 Administrative Assistance and Reception

The Contractor shall provide the following services:

- 2.3.2.1 Provide dedicated clerical and administrative support for the office of the City Manager, as well as clerical and administrative support for elected officials and the City Finance Director.
- 2.3.2.2 Receive and screen visitors and telephone calls at the reception station to be staffed by the firm at all times during the City's business hours (currently 8 am – 5 pm except for holidays), providing first-tier responses to customer inquiries.
- 2.3.2.3 Ascertain the need of visitors and callers, and direct the person to the proper department or person within the municipality to meet his/her needs.
- 2.3.2.4 Collect and sign for all incoming and outgoing mail or express packages and maintain a log of packages, monetary receipts, carrier, sender, and recipient.
- 2.3.2.5 Maintain and post calendars and agendas for the City Clerk, City Manager, Mayor and City Council as well as other City boards, commissions and teams.
- 2.3.2.6 Coordinate travel arrangements as required under the City's travel policy for the City Manager, Mayor, City Council, and other staff as necessary.
- 2.3.2.7 Provide dedicated administrative support and services to the City Manager to provide relief from the management of administrative details. Screen visitors and callers to minimize unproductive and/or unnecessary interruptions.
- 2.3.2.8 Compose correspondences and respond to general inquires on behalf of the City Manager.
- 2.3.2.9 Type, proofread, edit and format meeting transcriptions and other formal correspondence.
- 2.3.2.10 Attend all City Council meetings and hearings and other meetings, as directed by the City Manager or designee.
- 2.3.2.11 Respond to all inquiries as directed.
- 2.3.2.12 Provide and maintain access to data to other City contract providers as necessary.
- 2.3.2.13 Identify and perform other administrative assistance and reception where the firm reasonably anticipates needs, which are not specifically set forth above.

2.3.3 Administrative Assistance to the City Clerk

- 2.3.3.1 Provide dedicated, full-time, on-site clerical and administrative support for the office of the City Clerk.

- 2.3.3.2 Maintain and administer the City's system of archiving documents, records, and contracts for all City departments at the direction of the City Clerk, protecting the integrity of all public records in accordance as set forth in the Official Code of Georgia Annotated (OCGA).
- 2.3.3.3 Maintain and administer the City's document imaging system and records retention management.
- 2.3.3.4 Format, print, route and store ordinances, and resolutions for the City Clerk.
- 2.3.3.5 Respond appropriately to open records requests on behalf of the City as directed by the City Clerk.
- 2.3.3.6 Duplicate and distribute materials for City meetings.
- 2.3.3.7 Organize and store City contracts as directed by the City Clerk.
- 2.3.3.8 Post public notices as directed.
- 2.3.3.9 Ensure compliance with all open records and open meeting laws as set forth in the OCGA and assist the City Clerk during meetings by taking attendance and recording motions and votes. The dedicated staff for the City Clerk is expected to attend all City Council meetings.
- 2.3.3.10 Perform City Clerk's responsibilities upon the City Clerk's absence.
- 2.3.3.11 Assist in the coordination of municipal and special elections, disclosure requirements, and qualifications, including, but not limited to, addressing polling station issues, preparation of ballot questions, or any other related issues arising from election matters.

2.3.4 Accounting

The Contractor shall provide the following services:

- 2.3.4.1 Provide a full-time, on-site Accounting Manager, approved by the City, with full responsibility to manage all Accounting staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld.
- 2.3.4.2 Maintain all financial records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB), best practices and advisories of the Governmental Finance Officers Association (GFOA) and the City's accounting manual.
- 2.3.4.3 Produce and deliver to the City Finance Director in a timely manner any and all financial information and reports as requested by the City Finance Director.
- 2.3.4.4 Assist in developing and implementing the policies and procedures established by the City Finance Director for the withdrawal/transfer and disbursement of City funds, promotion of internal controls and reporting of financial information.
- 2.3.4.5 Process all invoices presented with proper approval for payment; process only

- invoices presented with proper approval.
- 2.3.4.6 Promptly identify and pay all City bills and obligations, including payroll, in accordance with Georgia law and sound business practices.
 - 2.3.4.7 Properly code and record all financial transactions of the City under the direction of the City Finance Director.
 - 2.3.4.8 Prepare and review journal entries, direct pays and wire transfers.
 - 2.3.4.9 Maintain capital asset records.
 - 2.3.4.10 Maintain accounting subsidiary ledgers and supporting schedules to support account balances in the general ledger.
 - 2.3.4.11 Maintain cash and investments in accordance with approved investment policies and applicable laws.
 - 2.3.4.12 Identify and maintain records and accounting for all grants and capital projects.
 - 2.3.4.13 Prepare responses for surveys for other governmental agencies and authorities as directed by the City Finance Director.
 - 2.3.4.14 Assist the City Finance Director and City Clerk with contract administration and supervision of contracts and agreements.
 - 2.3.4.15 Assist the City Finance Director with obtaining financing when necessary.
 - 2.3.4.16 Prepare monthly financial reports for the City Finance Director's review in order to distribute to City Council by the end of the following month.
 - 2.3.4.17 Identify and analyze financial trends and variances and report them to the City Finance Director.
 - 2.3.4.18 Compile operating and financial data to assist with the preparation of the annual budget.
 - 2.3.4.19 Prepare all required annual reports including the City's Comprehensive Annual Finance Report (CAFR) to be delivered to the Department of Audits within the requirements and deadlines established in OCGA.
 - 2.3.4.20 Prepare a Popular Annual Financial Report (PAFR) under the requirements and guidelines published by GFOA and internal deadline requirements.
 - 2.3.4.21 Coordinate and cooperate with external auditors and provide requested information and reports for year-end and interim reporting.
 - 2.3.4.22 Cooperate and assist grant coordinators as needed in fulfilling all obligations that accompany grants from various funding sources.
 - 2.3.4.23 Document all accounting procedures and processes as well as perform tests and walk-throughs to ensure sound accounting procedures and processes.
 - 2.3.4.24 Identify and develop a staff "Super User" of the City's financial accounting system to train and instruct City staff on the proper use of the software and processes.
 - 2.3.4.25 Maintain a tickler file of all reports and deadlines completed by the City regularly.
 - 2.3.4.26 Identify and perform other accounting responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.3.5 Budgeting Services

The Contractor shall provide the following services:

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

2.3.6 Revenue Control

The Contractor shall provide the following services:

- 2.3.6.1 Maintain and improve, where possible, the City's processes and procedures that identify record and secure all City revenues.
- 2.3.6.2 Maintain all revenue control records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards, and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA).
- 2.3.6.3 Produce and deliver to the City Finance Director in a timely manner any and or all revenue control information and reports as requested by the City Finance Director.

- 2.3.6.4 Bill and collect business occupation taxes and review the calculation of fees and charges for accuracy.
- 2.3.6.5 Cooperate with contractors auditing City revenue sources to provide reports and supporting documents necessary for efficient revenue audit programs. Develop and implement programs to identify businesses and improve compliance with the collection of occupation taxes.
- 2.3.6.6 Ensure no revenue is lost due to missing a deadline.
- 2.3.6.7 Coordinate with local, state, and federal agencies charged with collection and disbursement of taxes, assessments, fees, charges and other impositions to ensure full and timely collection of all monies due to the City.
- 2.3.6.8 Process applications, issue designated licenses and permits and calculate related fees and charges appropriately.
- 2.3.6.9 Collect and record revenue payments from customers for various City revenue sources while ensuring the customer's account is properly credited.
- 2.3.6.10 Greet public and answer routine questions associated with collection of taxes, fees, assessments or other charges during established business hours.
- 2.3.6.11 Collect excise taxes from commercial sources and prepare reports for management review.
- 2.3.6.12 Maintain and update the City's database of businesses within the City's financial reporting system.
- 2.3.6.13 Coordinate collection of all City-collected fees received by other departments.
- 2.3.6.14 Reconcile cash receipts collected daily and prepare daily deposits for the bank.
- 2.3.6.15 Identify record and report relevant accounting performance measurements.
- 2.3.6.16 Document all revenue control procedures and processes as well as perform tests and walk-throughs to ensure sound revenue control procedures and processes.
- 2.3.6.17 Identify and develop a staff "Super User" of the City's revenue control processes to train and instruct City staff on the proper use of the software and processes.
- 2.3.6.18 Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standard changes.
- 2.3.6.19 Identify and perform other revenue control responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.3.7 Purchasing Services

The Contractor shall provide the following services:

- 2.3.7.1 Comply with all requirements of the City Charter specifying the requirements of procurement of the City, including, but not limited to, Sections 5.05 and 5.06.

- 2.3.7.2 Comply with all requirements of the Purchasing Policy as approved or amended from time to time by the Mayor and City Council as well as recommend amendments to the policy as needed and identified.
- 2.3.7.3 Manage and maintain the requisition and purchasing process in compliance with applicable laws and the adopted purchasing policy.
- 2.3.7.4 Monitor departmental expenditures against available budget for purchases.
- 2.3.7.5 Maintain all purchasing records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA) and/or the National Institute of Governmental Purchasing (NGIP.)
- 2.3.7.6 Produce and deliver to the City Finance Director in a timely manner any and all purchasing information and reports as requested by the City Finance Director.
- 2.3.7.7 Identify and take advantage of all available discounts through purchases or competitive contracts with other governments for City purchases.
- 2.3.7.8 Prepare and maintain contracts and contract files, while also coordinating with the City Clerk for proper maintenance of City contracts.
- 2.3.7.9 Manage and maintain vendor information and registration within the City's financial reporting system.
- 2.3.7.10 Evaluate vendor performance, addressing vendor performance issues and removing vendors from eligible list when issues are not resolved.
- 2.3.7.11 Manage and maintain the City's procurement.
- 2.3.7.12 Prepare solicitations and oversee the competitive procurement process for projects funded through the City.
- 2.3.7.13 Coordinate, as needed, with the City Attorney on issues that may arise during the procurement process.
- 2.3.7.14 Prepare, manage, and oversee competitive procurement processes, including coordination with other City departments.
- 2.3.7.15 Reconcile encumbrances to the general ledger as requested by accounting.
- 2.3.7.16 Maintain inventory of all furniture, fixtures, supplies, and equipment that do not qualify as capital assets.
- 2.3.7.17 Document all purchasing procedures and processes as well as perform tests and walk-throughs to ensure sound purchasing procedures and processes.
- 2.3.7.18 Identify and perform other purchasing responsibilities where the Contractor reasonably anticipates needs, which are not specifically set forth above.

2.3.8 Human Resources

The City currently employs 59 full-time employees and 7 part-time elected employees. The Contractor shall provide the following services for City employees (excludes contracted individuals):

- 2.3.8.1 Assist the City Manager as directed with all processes to appoint, employ, and remove employees of the City as required by the City Charter in Section 3.04.
- 2.3.8.2 Provide a full-time, on-site Human Resources Manager, approved by the City, with full responsibility to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld.
- 2.3.8.3 Design, implement, manage and maintain the position classification and pay plans as required by the City Manager in City Charter Section 3.14.
- 2.3.8.4 Ensure proper function of recruiting, payroll, benefits and other City-specific and general law provided by human resources functions for City employees.
- 2.3.8.5 Prepare all correspondence pertaining to recruitment and hiring of City employees.
- 2.3.8.6 Participate in interviews as requested and assist management in the hiring processes of City employees.
- 2.3.8.7 Assist new City employees in completing new hire paperwork and conducting orientation. Validate employee's ability to work in the US by completing I-9 form, eVerify, and verify identification provided.
- 2.3.8.8 Maintain, administer, and update the City's employee handbook and its provisions, emphasizing the responsibilities of the staff to be professional, patient, and responsive under all circumstances and other duties as well as the consequences of noncompliance.
- 2.3.8.9 Develop and maintain all City employee communication materials including the employee handbook, newsletters, bulletin boards, etc.
- 2.3.8.10 Perform salary surveys at least annually to establish and validate appropriate salary levels for positions within the organization.
- 2.3.8.11 Create or update City employee job descriptions as the City adds, creates, deletes, or combines positions.
- 2.3.8.12 Manage the annual review process to ensure all City employees receive an annual performance review and merit increase if applicable. Create review documents and performance standards as required. Develop and implement programs to ensure that performance reviews are effective and provide management training on the review process.
- 2.3.8.13 Ensure the City meets requirements of all employment related laws including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Genetic Information Nondiscrimination Act (GINA), OSHA and applicable stands for work place safety and Patient Protection and Affordable Care Act (PPACA).
- 2.3.8.14 Report, manage, and facilitate termination policies and procedures for City employees.

- 2.3.8.15 Manage the City employee grievance process, including EEOC complaints filed by employees, working with legal representation on all matters of employment litigation.
- 2.3.8.16 Maintain, administer, and update the City's employee benefit plans.
- 2.3.8.17 Coordinate, as needed, with the legal representation on issues that may arise with employees.
- 2.3.8.18 Maintain the City's wellness and health management program.
- 2.3.8.19 Develop and deliver an annual training program to address employee issues including, but not limited to, workplace harassment.
- 2.3.8.20 Manage all City HR and medical records including the Human Resource Information Systems.
- 2.3.8.21 Respond to external requests for information on current or former employees in compliance with Georgia Open Records Act and in coordination with the City Clerk's office.
- 2.3.8.22 Coordinate, along with Marketing and Public Relations, Citywide employee training and other events.
- 2.3.8.23 Identify record and report relevant human resources performance measurements.
- 2.3.8.24 Document all human resources procedures and processes as well as perform tests and walk-throughs to ensure sound human resources procedures and processes.
- 2.3.8.25 Identify and perform other human resources responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.3.9 Risk Management

The Contractor shall provide the following services:

- 2.3.9.1 Design, implement, manage, document, and maintain a citywide risk management program.
- 2.3.9.2 Design, implement, manage, document, and maintain an organized and scheduled safety-training program to assist departments on risk management program processes and risk-reduction procedures.
- 2.3.9.3 Design, implement, manage, document, and maintain a risk management claims review process.
- 2.3.9.4 Recommend and advise the City's Finance Director of the appropriate amounts and types of insurance.
- 2.3.9.5 Assist in the procurement of all necessary insurance.
- 2.3.9.6 Process and assist in the investigation of insurance claims, coordinating with legal representation as needed.
- 2.3.9.7 Review insurance policies and coverage amounts of contractors and make recommendations for changes.

- 2.3.9.8 Document all risk management procedures and processes as well as perform tests and walk-throughs to ensure sound risk management procedures and processes.
- 2.3.9.9 Identify record and report performance measurements relevant to risk management.
- 2.3.9.10 Identify and perform other risk management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.4 PLANNING AND ZONING

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

2.4.1 General Requirements

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

- 2.4.1.1 Provide services under the direction of the City Manager or designee.
- 2.4.1.2 Provide a full-time, on-site Planning and Zoning Director, approved by the City, with full responsibility to manage all Planning and Zoning Department as well as Inspections and Permitting staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Director without written approval of the City, which approval will not be unreasonably withheld.
- 2.4.1.3 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.4.1.4 Develop capital improvement plans for applicable Planning and Zoning service areas.
- 2.4.1.5 Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.
- 2.4.1.6 Provide supervision of Contractors and consultants providing Planning and Zoning services to ensure that all contractual requirements are performed effectively and efficiently.
- 2.4.1.7 Verify and update all information provided or obtained from other sources.
- 2.4.1.8 Attend City meetings to represent Planning and Zoning as required and directed by the City Manager.
- 2.4.1.9 Track, maintain, and report in a timely manner on key performance indicators for Planning and Zoning established by the City in consultation with the Contractor.
- 2.4.1.10 Identify and perform other Planning and Zoning assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

2.4.2 Planning and Zoning Services

The Contractor shall provide the following services:

- 2.4.2.1 Planning and Zoning services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Planning and Zoning Department for the City.
- 2.4.2.2 Regularly provide updated information to builders and developers regarding policies and procedures adopted by the City related to land use planning within the city.
- 2.4.2.3 Provide information to the public as it relates to all land development activities within the City.
- 2.4.2.4 Manage the development, maintenance and updating of land use and zoning maps as required by state and local agencies.
- 2.4.2.5 Review, revise, and update policies and procedures manual which outlines all planning and zoning activities, and develops schedules and time frames for processing all land development activities (including zoning).
- 2.4.2.6 Regularly inform key City officials of all relevant and applicable zoning and/ or planning issues.
- 2.4.2.7 Review, revise, develop, and implement, in coordination with the City Manager, procedures for the issuance of certificates of use. Contractor shall verify that all business license applications meet the City's zoning codes prior to their issuance by the Finance and Administration department.
- 2.4.2.8 Provide support and assistance for the comprehensive re-write of the City's zoning code.
- 2.4.2.9 Provide the services on an as needed basis of a trained and qualified Arborist. The City would like to express that the Arborist is not a full-time position, and may be on demand as part of the contract.
- 2.4.2.10 Develop Request for Proposals (or other formal solicitations) when directed by the City Manager.
- 2.4.2.11 Provide full support for all boards, committees, and advisory groups established by Council including, but not limited to, Community Council, Construction Board of Adjustments and Appeals, Design Review Advisory Committee, Planning Commission, Sustainability Commission, and Zoning Board of Appeals.
- 2.4.2.12 Develop recommendations on how to improve the operations of all boards, committees, and advisory groups served by Planning and Zoning.
- 2.4.2.13 Identify and perform other planning and zoning responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.4.3 Economic Development

The Contractor shall provide the following services:

- 2.4.3.1 Participate in, facilitate, and/or conduct negotiations with developers, businesses, and others regarding the public participation necessary for desired economic development.
- 2.4.3.2 Analyze financial and market feasibility data on projects under negotiation including sources and uses of funds, cash flow analysis, security provisions, business profitability, underwriting, and related data.
- 2.4.3.3 Work with others to assemble cost estimates for various public actions such as land acquisition, relocation, demolition, and public improvements.
- 2.4.3.4 Research and perform cost comparison analyses between proposed City development sites and alternative or competing development sites.
- 2.4.3.5 Conduct tax and public benefit analyses for economic development projects.
- 2.4.3.6 Prepare detailed written reports and recommendations for presentation to Mayor and the City Council, developers, businesses, advisory boards, and community groups.
- 2.4.3.7 Make oral presentations to public and private groups.
- 2.4.3.8 Participate in meetings with developers, businesses, citizens, community leaders, and City personnel on economic development projects and programs.
- 2.4.3.9 Serve as a central point of contact for businesses, developers, and contractors who use City economic development services including financial assistance, site selection assistance, urban renewal, and other municipal actions and services related to a specific project.
- 2.4.3.10 Identify, define, and solve problems related to economic development.
- 2.4.3.11 Analyze opportunities for promoting private development and for securing job creation and increased tax base investments.
- 2.4.3.12 Identify and perform other economic development responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.4.4 Geographical Information System (GIS)

The Contractor shall provide the following services:

- 2.4.4.1 Manage the existing GIS system as well as for the service, update and maintenance of the GIS databases on not less than a monthly basis.
- 2.4.4.2 Review data contained within the existing GIS system, and coordinate with all other necessary City personnel to obtain pertinent data to be included within the GIS. Determine necessary documentation as well as coordinate and implement the physical retrieval, reproduction, and storage of the transferred records.

- 2.4.4.3 Maintain one employee available during business hours capable of operating, printing, and extracting information, including maps, from the GIS System in a timely manner as directed by the City Manager or City department head.
- 2.4.4.4 Provide the public with access to limited City GIS files through the City website as directed.
- 2.4.4.5 Maintain, develop, implement, and improve GIS standards, policies, and procedures.
- 2.4.4.6 Maintain all existing and future GIS data layers.
- 2.4.4.7 Develop new data layers and maps requested by the City or its contractors to meet business needs.
- 2.4.4.8 Provide any GIS related information and/or data in response to requests and needs of City personnel as well as any IT Department employees who may be engaged in City of Dunwoody Planning and Zoning projects.
- 2.4.4.9 Identify and perform other GIS related responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.5 INFORMATION TECHNOLOGY

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

2.5.1 General Requirements

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

- 2.5.1.1 Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.
- 2.5.1.2 Provide services under the direction of the City Manager or designee.
- 2.5.1.3 Provide an Information Technology Manager, approved by the City, with full responsibility to manage all Information Technology Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld.
- 2.5.1.4 Provide the City with a primary contact who shall be available to the City in person as needed or by telephone on a twenty-four (24) hour basis, seven (7) days a week.
- 2.5.1.5 Provide supervision of subcontractors providing Information Technology services to ensure that subcontractors perform all contractual requirements effectively and efficiently.
- 2.5.1.6 Track, maintain, and report in a timely manner on key performance indicators for IT services established by the City in consultation with the Contractor
- 2.5.1.7 Identify and perform other Information Technology assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

2.5.2 Information Technology Infrastructure

The Contractor shall provide the following services:

- 2.5.2.1 Provide purchasing assistance, install, configure, and maintain any additional hardware and software required to satisfy all City's operational needs.
- 2.5.2.2 Maintain and improve the content of the City's website. The City will pay for major upgrades separately.

- 2.5.2.3 Maintain and regularly update hardware and software utilized by the City for efficient service delivery and administrative functions. Hardware includes, but is not limited to, desktop computers, laptop computers, peripherals, cell phones, mobile devices, copiers, printers, scanners, faxes, plotters, cameras, projectors, and audio recorders. Software includes, but is not limited to, systems for accounting, human resources, work order tracking, public works, capital planning, court management, police force, agenda and document management, and geospatial information system (GIS) integration.
- 2.5.2.4 Provide the expertise for planning, installation, configuration, and maintenance of all City IT systems to ensure that systems are interoperable and continuity is maintained during turnover of City personnel and Contractors. Contractor shall develop/update an IT Strategic Plan annually during the budget preparation process (currently mid-year).
- 2.5.2.5 Manage the inventory and licensing of all IT assets and report discrepancies to the City Finance and Administration Director.
- 2.5.2.6 Maintain software and hardware interoperability among users and systems. The local area network is TCP/IP based and IPV6 compatible. The computer network is based upon Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional suite.
- 2.5.2.7 Maintain an appropriate replacement program for all computers and equipment.
- 2.5.2.8 Provide all users with email for internal and external communications, common contact lists, and scheduling.
- 2.5.2.9 Develop and implement disaster recovery and IT business continuity plans and ensure that compliance is periodically validated.
- 2.5.2.10 Provide 24/7 troubleshooting for all Citywide IT systems.
- 2.5.2.11 Develop request for proposals when directed by the City Manager.
- 2.5.2.12 Archive and retrieve all emails to comply with open records requests.
- 2.5.2.13 Provide for the centralized, electronic storage of the City's documents. Provide virtual private network connectivity for remote users.
- 2.5.2.14 Maintain all communications systems including VOIP, VOIP Fax, and wireless systems. Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.
- 2.5.2.15 Administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.
- 2.5.2.16 Administer network services including, but not limited to, Active Directory, Dynamic Host Configuration Protocol (DHCP), Domain Name System (DNS), Remote Procedure Call (RPC), Internet Information Services (IIS), and Print.
- 2.5.2.17 Provide general software user support and coordinate support with software providers when needed.

- 2.5.2.18 Administer the Microsoft SQL server and provide connectivity to City applications requiring database storage and services. Coordinate the procurement, installation, configuration, and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.
- 2.5.2.19 Upon request, provide schema and any database data in a standard SQL format for importation into a non-contractor database.
- 2.5.2.20 Identify and perform other IT infrastructure responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.5.3 Security Component for Information Technology

The Contractor shall provide the following services:

- 2.5.3.1 Maintain the numerous security components that must be addressed including: ensure data security and integrity with nightly backups; provide anti-virus, anti-malware, anti-spam, and patch management; provide firewall protection for the local area network; provide a virtual private network connectivity for remote users; and administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.
- 2.5.3.2 Provide technical solutions such as SSL to secure all Internet communications to protect the privacy of the citizens of Dunwoody and the integrity of its software systems. Additionally, the Contractor will be responsible for ensuring security for new City software systems including, but not limited to, finance, personnel, municipal court, and public safety.
- 2.5.3.3 Ensure data security and integrity with a nightly backup (with offsite storage) and the ability to restore from a central location.
- 2.5.3.4 The backup site does not have to be hot. A reasonable expectation for the restoration of documents and emails is two hours and restoration of services within four hours.
- 2.5.3.5 Provide firewall protection for the local area network.
- 2.5.3.6 Identify and perform other IT security management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.6 BUILDING PERMITS AND INSPECTIONS

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

In 2010, the City of Dunwoody conducted 5,868 inspections for numerous locations including, new buildings, additions, residential work, commercial work, renovations, electrical systems, plumbing systems replacement of water heaters, water lines and drains, and HVAC (heating, ventilating, and air-conditioning systems). In addition, the City processed 1707 permits for Land Disturbance Permits, Commercial or Multi-Family Residential, Single-Family Residential, and Roof Replacements. The City's fee schedule is viewable at:

http://dunwoodyga.gov/Libraries/Community_Development_Documents/Fee_Schedule.sflb.ashx

2.6.1 General Requirements

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

- 2.6.1.1 Provide a Building Permits and Inspections Manager, approved by the City, with full responsibility to manage all Building Permits and Inspections Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manger without written approval of the City, which approval will not be unreasonably withheld.
- 2.6.1.2 Provide services under the direction of the City Manager or designee. Designee may include the Planning and Zoning Director or another contracted position.
- 2.6.1.3 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.6.1.4 Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for facility maintenance.
- 2.6.1.5 Provide supervision of Contractors providing Building Permits and Inspections Services to ensure that all Contractors perform contractual requirements effectively and efficiently.
- 2.6.1.6 Verify and update all information provided or obtained from other sources.
- 2.6.1.7 Review, update, develop, and implement, in coordination with the City Manager, a plan for an on-going Code Enforcement department process for the City.
- 2.6.1.8 Building Permits and Inspections Department will remedy violations on City Right of Ways as well as private and commercial property. The enforcement officer shall be responsible for enforcing ordinances as directed by the City Manager, Mayor, and City Council.

- 2.6.1.9 Coordinate with City of Dunwoody Planning and Zoning Department to ensure uniform application of codes and acquisition of any State and federally mandated certifications.
- 2.6.1.10 Enforce housing code standards.
- 2.6.1.11 Issue permits for special events at the direction of the Planning and Zoning Department and collect permit fees.
- 2.6.1.12 Develop a system of standards for taxi and limousine licensing and compliance.
- 2.6.1.13 Provide advice and guidance to City staff, advisory groups, boards, and commissions on issues related to permits and inspections.
- 2.6.1.14 Track, maintain, and report in a timely manner on key performance indicators established by the City in consultation with the Contractor for the Building Permits and Inspections.
- 2.6.1.15 Identify and perform other Building Permits and Inspections assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

2.6.2 Building Permitting and Inspection

The Contractor shall provide the following services:

- 2.6.2.1 The Building Permitting and Inspections services shall include, establishing, staffing, and maintaining the Inspections and Permitting Departments for the City.
- 2.6.2.2 Review, revise, develop, and implement, in coordination with the City Manager, the City's existing plan review and permitting process.
- 2.6.2.3 Maintain the City of Dunwoody's status as Local Issuing Authority (LIA) registered with the State of Georgia. Contractor shall include a fee schedule for the proposed plan review and permitting process, which the City could adopt as necessary.
- 2.6.2.4 Review, revise develop and implement, in coordination with the City Manager, the City's existing building permitting process for the City including response time standards.
- 2.6.2.5 Perform inspections and accurate compliance of the City of Dunwoody Building and City codes to ensure that every new and renovated building's design documents meet the building and trade codes.
- 2.6.2.6 Review, revise, develop, and implement, in coordination with the City Manager, the outlined plan for the City to conduct soil erosion and sedimentation control inspections for the City in accordance with the State of Georgia National Pollutant Discharge Elimination Standards (NPDES).
- 2.6.2.7 Review, revise, update, and develop a system of standards for City signage and issue all required Signage permits for temporary and permanent signage at the direction of the Planning and Zoning Department and collect permit fees as appropriate.

- 2.6.2.8 Collect permit fees and issue all building, construction, plumbing, electrical, BV AC, soil erosion, land disturbance permits and all other related permits; in conjunction with the Planning and Zoning Department.
- 2.6.2.9 Manage and maintain Permits and Inspection data and integrate it into the City of Dunwoody database regularly.
- 2.6.2.10 Manage and maintain the web accessible database and filing system, record retention program, and schedule for Permits and Inspections Documents that allows permit applicants to check status of Permits and Inspections via the Internet.
- 2.6.2.11 Review, revise, and update the current methods used to incorporate Energy Efficient and sustainable (LEED) standards into the permit and inspection process.
- 2.6.2.12 Identify and perform other building permitting and inspection responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.6.3 Code Compliance

The Contractor shall provide the following services:

- 2.6.3.1 Ensure that the City meets housing codes.
- 2.6.3.2 Review and revise, in coordination with the City Manager, a plan for an on-going code compliance process for the City.
- 2.6.3.3 The code compliance department shall prevent and remedy violations on City right of ways as well as private and commercial properties. The code enforcement officer shall be responsible for enforcing City and State ordinances as directed by the City Manager, Mayor, and or City Council.
- 2.6.3.4 Coordinate with the City's Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.
- 2.6.3.5 Issue permits for special events at the direction of the Planning and Zoning Department, and collect permit fees.
- 2.6.3.6 Identify and perform other code compliance responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.7 PARKS AND RECREATION

The City of Dunwoody Parks and Recreation Department strives to provide the residents of Dunwoody with the highest quality parks, recreational services, and green space to enhance the quality of life to our community. The City of Dunwoody manages six major parks with combined land space of over 156 acres. These parks are home to several major events each year and offer a variety of activities including skateboarding, tennis, and more.

2.7.1 General Requirements

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

- 2.7.1.1 Provide a Parks and Recreation Manager, approved by the City, with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld.
- 2.7.1.2 Provide services under the direction of the City Manager or designee.
- 2.7.1.3 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.7.1.4 Provide off-hours emergency service and support on a twenty-four (24) hour basis, seven (7) days a week.
- 2.7.1.5 Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for facility maintenance.
- 2.7.1.6 Provide supervision of Contractors providing Parks and Recreation Services to ensure that all Contractors perform contractual requirements effectively and efficiently.
- 2.7.1.7 Verify and update all information provided or obtained from other sources.
- 2.7.1.8 Comply with all local, state, and federal regulations applicable to performing work within a City park or recreational facility.
- 2.7.1.9 As it relates to Parks and Recreation, the Contractor shall track, maintain, and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.
- 2.7.1.10 Identify and perform other Parks and Recreation assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

2.7.2 Parks Maintenance

The Contractor shall provide the following services:

- 2.7.2.1 Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities.

- 2.7.2.2 Maintain and properly manicure City parks. This includes internal and external cleaning of all facilities daily, mulching, and playgrounds.
- 2.7.2.3 Ensure repairs are completed in a timely manner including, but not limited to:
- Painting over or removal of graffiti
 - Re-lining athletic field lines
 - Repairing or replacing broken windows
 - Repairing or replacing damaged or missing park signs
 - Repairing or replacing broken toilets and other bathroom facilities
 - Removing debris
 - Repairing or placing lighting in all recreational and park areas
 - Removal of trees when necessary
- 2.7.2.4 Review, revise, develop, and recommend to the City Manager short, mid, and long range plans for capital improvements.
- 2.7.2.5 Conduct all activities necessary to identify, develop and prepare submissions for any federal, state, or local funding and grant programs for improvements to the Park and Recreation system within Dunwoody, and provide fund oversight as required by law.
- 2.7.2.6 Oversee the planning, procurement and execution of capital projects for park improvements including, but not limited to, bonded capital projects.
- 2.7.2.7 Maintain all Parks and Recreational facilities as outlined in the above activities including:
- Dunwoody Park (the nature center and the baseball fields)
 - The Donaldson-Chesnut Homestead
 - North DeKalb Cultural Center
 - Windwood Hollow Park
 - Brook Run (includes theater and skate park)
 - Vernon Springs Park
 - Newly acquired 16 acres at 4000 Dunwoody Park (Georgetown)
 - Other recreational facilities acquired by the City during the term of the contract
- 2.7.2.8 Identify and perform other park maintenance responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.7.3 Recreation

The Contractor shall provide the following services:

- 2.7.3.1 Develop and recommend to the Park and Recreation Director short, mid, and long-term plans for capital improvements and implement said plans as directed.
- 2.7.3.2 Plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities.

- 2.7.3.3 Plan, recommend, implement, and coordinate staffing for planning and promoting, of recreational programs and special events sponsored by the City. These special events may include but are not limited to, festivals, and 5k's.
- 2.7.3.4 Coordinate with Park and Recreation staff to ensure dates for events scheduled in connection with facility activities do not conflict with any other City activities.
- 2.7.3.5 Coordinate with the City's Police Department for traffic control and provide cleanup for all recreational activities upon closure of events.
- 2.7.3.6 Administer all contracts with private instructors programs.
- 2.7.3.7 Manage and administer the collection of all fees and revenues from City provided recreational programming, devise, and implement a system for the security of all revenues collected.
- 2.7.3.8 Coordinate specified aspects of utilization of parks with emergency management procedures of local, state, and federal agencies.
- 2.7.3.9 Manage all planning, implementing and coordinating of staffing for the planning and promoting of recreation programs and special events.
- 2.7.3.10 Plan, implement, and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.
- 2.7.3.11 Establish, operate, and oversee all aspects of emergency management procedures with local, state, and federal agencies to ensure safe recreational system.
- 2.7.3.12 Maintain and update a programming and management plan for the continued operation of the Brook Run Skate Park.
- 2.7.3.13 Identify and perform other recreation services responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.8 PUBLIC RELATIONS AND MARKETING

The Public Relations and Marketing Department maintains clear channels of communications between the citizens of Dunwoody and City Hall. The Department provides materials to the City to promote municipal events, publications, and promotions. In addition, the Department works with media vendors to purchase appropriate radio, TV, and print media.

2.8.1 General Requirements

Contractors responding to the Public Relations and Marketing scope of work shall perform the following services:

- 2.8.1.1 Provide services under the direction of the City Manager or designee.
- 2.8.1.2 Provide a Public Relations and Marketing Manager, approved by the City, with full responsibility to manage all Public Relations and Marketing Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld.
- 2.8.1.3 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.8.1.4 Provide supervision of Contractors providing Public Relations and Marketing Services to ensure that Contractor performs contractual requirements effectively and efficiently.
- 2.8.1.5 Verify and update all information provided or obtained from other sources.
- 2.8.1.6 Provide creative design services and product development for City reports including, but not limited to, Accounting, Budgeting, and Police Annual reports (e.g. CAFR, Budget, PAFR, and Police Annual Reports).
- 2.8.1.7 Track, maintain, and report in a timely manner on key performance indicators established for the Public Relations and Marketing by the City in consultation with the Contractor.
- 2.8.1.8 Identify and perform other Public Relations and Marketing responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.8.2 Public Relations

The Contractor shall provide the following services:

- 2.8.2.1 Promote City policy, programs, and achievements. Serve as a liaison with residents and other stakeholders as directed by the City Manager.
- 2.8.2.2 Provide content for and help update the City's website, which may contain City contact information, statistics, history, departmental and facility descriptions, the City and community calendars, meeting agendas, agenda packages, minutes, City codes, notices, pictures, and multimedia.

- 2.8.2.3 Provide information, with timely updates, and maintain continuous dialog and communication with City residents and citizen groups.
- 2.8.2.4 Work with media vendors in the purchase of print media, radio, or TV media. Publish studies, reports, and analyses for City staff and public presentation.
- 2.8.2.5 Coordinate with publishers to produce useful, informative, timely, and attractive publications.
- 2.8.2.6 Develop a graphical and thematic design for the City's annual report.
- 2.8.2.7 Coordinate with graphic designers, photographers, editors, printers and others in the production of the annual report, as needed.
- 2.8.2.8 Document important City events for future use in City developed publications.
- 2.8.2.9 Maintain and promote the City's brand.
- 2.8.2.10 Post public notices as directed within.
- 2.8.2.11 Utilize Facebook, Twitter, Flickr, and other social media outlets to post information on the City's activities.
- 2.8.2.12 Serve as liaison between the City and the citizens of Dunwoody.
- 2.8.2.13 Respond to public and press inquiries as directed by the City Manager.
- 2.8.2.14 Produce and distribute the quarterly City newsletter (online version) as directed by the City Manager.
- 2.8.2.15 Document all public relations procedures and processes as well as perform tests and walk-throughs to ensure sound public relations procedures and processes.
- 2.8.2.16 Support marketing with promoting and informing the public regarding citywide events.
- 2.8.2.17 Research current and relevant trends and benchmarks that might have an impact on the City and provide communication on the events' impact(s) to the City.
- 2.8.2.18 Identify and perform other public relations responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.8.3 Marketing services

The Contractor shall provide the following services:

- 2.8.3.1 Prepare presentations to highlight the value of the community as well as to promote it to business, while tracking the percent of new business brought into the City of Dunwoody.
- 2.8.3.2 Work in conjunction with the economic development staff to produce materials to assist in attracting prospective business leaders to the community.
- 2.8.3.3 Support public relations with promoting and informing the public regarding, citywide events.
- 2.8.3.4 Promote the City's sponsored programs and events.

- 2.8.3.5 Create annual marketing plan, which outlines the approach and specific projects that will be undertaken.
- 2.8.3.6 Document important City events for future use in City developed publications.
- 2.8.3.7 Design media for use in print, radio, or TV.
- 2.8.3.8 Document all marketing procedures and processes as well as perform tests and walk-throughs to ensure sound marketing procedures and processes.
- 2.8.3.9 Maintain and promote the City's brand.
- 2.8.3.10 Identify and perform other marketing responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

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

3 PROPOSAL FORMAT

3.1 Economy of Presentation

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

3.2 Proposal Submission

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

3.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- One (1) printed and signed original
- Six (6) copies
- One (1) electronic copy on a flash drive, CD-ROM or DVD disk 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) 11-02 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT TECHNICAL PROPOSAL**. The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material.

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

3.2.2 Cost Proposal

The cost proposal envelope shall contain **only** the following:

- One (1) printed and signed original
- One (1) electronic copy on a flash drive, CD-ROM or DVD disk

The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 11-02 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT COST PROPOSAL**.

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

3.3 Proposal Content

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

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

The technical and cost proposals shall include the following.

3.3.1 Technical Proposal Content

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

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

3.3.1.1 Section I - 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 and fax number and an e-mail address of the contact person of the organization.
- Indicate which of the seven (7) service area(s) the Bidder is responding.
- Include a statement acknowledging no Proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

3.3.1.2 Section II - Corporate Background and Qualifications

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

- Describe attributes, special capabilities, techniques, or resources that make your firm uniquely qualified to provide requested services.
- Discuss your firm's involvement with similar projects at the federal, state, and/or local government levels.
- State whether the Bidder has any pending litigation, and state whether the firm has had any litigation in the last five (5) years and the outcome of such litigation.
- Describe the "back office" attributes, capabilities, and resources that will support the staff positioned at the City's premise(s).
- The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.

3.3.1.3 Section III - Response to Scope of Work

Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing. Bidders shall address each listed item in order as it appears, providing separate descriptions for each applicable service area (if bidding on multiple scopes of work). Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. **Bidders shall address each item within the scope of work for all section(s) being proposed.**
- Describe your firm's approach and methodology to ensure delivery of high quality services.
- Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.
- Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.

- Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.
- Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your firm's approach to support the City's environmental sustainability goals.

3.3.1.4 Section IV – Proposed Personnel

The City expects staffing levels within the service areas to remain flexible to allow additional back office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. This section shall only include resumes of proposed departmental Directors and Managers. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. In addition, Bidders shall provide answers to the following:

- Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.
- Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.
- Provide resumes or professional profiles of key personnel (Directors and Managers) already identified that the Contractor would likely assign to this project.
- Describe the approach to ensure staff is adequately trained and up-to-date at the beginning of the contract, as well as your methodology for ensuring staff stays up-to-date throughout the term of the contract.
- The City expects Bidders responding to this RFP to provide the City with a high-level organizational chart, which should depict how the Bidder's organization intends to staff the various departments they are proposing. If a Bidder is submitting proposals for more than one (1) service area then the Bidder must provide an organizational chart for each department they are submitting. The organizational chart should include on-site, subcontracted, and Contractor-provided (back office) service positions.

3.3.1.5 Section V - References

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

3.3.1.6 Section VI - Required Forms

The City requests Bidders to complete, sign and return as a part of the technical proposal forms that are attached to this RFP (with the exception of Appendix E that should be a part of the Cost Proposal).

Technical Proposal:

- Executed Proposal Form (Section 5 of this RFP)
- Acknowledgement of any and all Addenda to this RFP

Cost Proposal:

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

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

3.3.1.7 Section VII - Appendices

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

3.3.2 Cost Proposal Content

Bidder shall provide a fixed price for all services indicated in this RFP. Pricing shall be 36 payments plus an optional 12 additional payments. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive. An authorized representative of the bidding firm shall sign the cost proposal.

Bidders shall complete Appendix E – Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also provide detailed costing information for each service area for which they respond.

Additionally, Bidder should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members.

The City would like to reiterate that the City intends to reimburse for all of the costs of maintenance and repairs overseen by the Contractor(s) separately, and these costs should not be included in the Cost Proposal figures submitted by the Bidder.

* * * * * END OF PROPOSAL FORMAT * * * * *

4 EVALUATION CRITERIA

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

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

The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

A. Proposed Management Plan and Approach of Work – 35%

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

B. Firm Qualifications – 20%

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.

C. Quality of Staff and Relative Experience – 20%

The Proposal shall include the resumes of those qualified personnel proposed to fill the duties of the assignments at the appropriate levels requested by this RFP.

D. Clarity and Quality of Proposal – 5%

The Proposal must be specific and contain, at a minimum, the details required to demonstrate an ability to meet or exceed those services outlined within the Scope of Work for each respective service area. The Proposal must clearly represent the Bidder in form and presentation.

E. Cost Proposal Fee – 20% **(Submitted in a separate package from the technical proposal)**

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors.

***** END OF EVALUATION CRITERIA *****

5 PROPOSAL FORM

**PROPOSAL FORM
CITY OF DUNWOODY, GA
RFP 11-02 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT**

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 attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 11-02 Municipal Government Services Procurement, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

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

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

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

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

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

Work, excluding transitional requirements, is to commence on or about January 1, 2012.

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.

Company Name: _____

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

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

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

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

Legal Business Name _____

Federal Tax ID _____

Address _____

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

Yes ___ No ___

Will your company accept the City's procurement card for payments from the City of Dunwoody?

Yes ___ No ___

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

6 INSTRUCTIONS TO BIDDERS

1. INTENT

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

2. GENERAL

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful 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 RNR@dunwoodyga.gov.** Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the 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.
- 2.2 The Contract work 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 the services required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.
- 2.3 A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.5 There shall be no 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.
- 2.6 The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

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.

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.

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 Chris Pike, Director of Finance, City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346 or by e-mail to RNR@dunwoodyga.gov or facsimile to (678) 533-0797 no later than May 5, 2011 at 2:00 pm EST. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at http://www.dunwoodyga.gov/Government/Document/RFP_RFQ.aspx or by visiting Georgia's Department of Administrative Services (DOAS) web site at http://ssl.doas.state.ga.us/PRSapp/GPR_P_start.jsp. However, 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).

6. PREPARATION OF PROPOSALS

- 6.1 Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Bidder. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the 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.
- 6.3 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.
- 6.4 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. PROPOSAL GUARANTY

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS

- 8.1 All Proposals shall be submitted in sealed envelopes 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.
- 8.2 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.
- 8.3 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, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS

To ensure the proper and fair evaluation of Proposals, the City prohibits any oral 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 RNR@dunwoodyga.gov or facsimile to (678) 533-0797. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

10. WITHDRAWAL OF PROPOSALS

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

11. DISQUALIFICATION OF BIDDERS

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

11.1.1 **Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiated with the primary Contractor to provide services. For purposes of this**

section, the term “affiliates” means firms, partnerships, corporations or other entities under common control;

11.1.2 Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City;

11.1.3 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);

11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or

11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.

11.1.7 Evidence of improper communication as described in section 9 above.

11.2 The City has adopted a policy, which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a 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.

12. REJECTION OF IRREGULAR PROPOSALS

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

13. NOTICE OF INTENT TO AWARD CONTRACT

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

14. RESPONSIBILITY OF BIDDERS

14.1 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.

14.2 All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (firms 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.

14.3 For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that

has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least three (3) years.

15. GUARANTY OF FAITHFUL PERFORMANCE

A Performance Bond shall not be required for this Contract.

16. POWER OF ATTORNEY AND COUNTERSIGNATURE

Not applicable.

17. EXECUTION OF CONTRACT

- 17.1 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 Bidder, and delivered to the City, before the Contract will be executed by the City.
- 17.2 A Bidder's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).
- 17.3 The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

18. GEORGIA SALES TAX

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

19. SUBCONTRACTS

- 19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.
- 19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.
- 19.3 The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS

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

21. 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.

22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION

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

23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION

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

24. INSURANCE

The 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 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

25. PROPOSAL ERRORS

In the case of a 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 ink.

26. 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.

27. 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 Bidder'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. Performance indicators shall be mutually agreed upon between the identified Contractor for selected service area and the City no later than October 15, 2011. The Contractor shall commence tracking relevant metrics in January 2012.

28. 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.

29. PUBLIC RECORDS/PUBLIC MEETINGS

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, 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 * * * * *

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:

Chris Pike, Director of Finance
CONFIDENTIAL – RFP 11-02
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

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

Company Name

By: _____

Its: _____

Name & Title, Typed or Printed

Appendix B - General Conditions

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Work attached hereto.

2. REGULATIONS

- 2.1 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.
- 2.2 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.
- 2.3 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.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours, which currently are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours, which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City Manager or Finance Director or their respective designees, the Contractor will perform work during such hours as requested by the City.
- 3.3 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.)

4. CONTRACTOR'S PERSONNEL

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.
 - 4.9.1 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 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.
 - 4.9.2 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.
 - 4.9.3 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 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
 - 4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. ITEMS PROVIDED BY THE CITY

- 5.1 Work Location. The City of Dunwoody shall provide a work location for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' work locations.
- 5.2 Uninterruptible Power Supply (UPS). The City of Dunwoody shall provide a power supply for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' power supplies.
- 5.3 Printers. The City of Dunwoody shall provide a common-use (shared) printers for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other

project team members' printers or printers for employees not using the common-use printers except when determined by the City a private printer should be provided.

- 5.4 Office Space. The City of Dunwoody shall provide office space for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' office spaces.
- 5.5 Utility Services. The City of Dunwoody shall provide utility services for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' utility services.
- 5.6 Employee Parking. The City of Dunwoody shall provide employee parking for all full-time office-based employees proposed under this contract as well as other team members working at a City Work Locations. It shall be the sole responsibility of the Contractor to provide for other project team members' parking including, but not limited to full-time employees traveling outside the City.
- 5.7 Vehicles. On January 1, 2012, the City will own all vehicles currently used by Contractors performing the current Public Works and Community Development contracts. The City intends to transfer all vehicles to the Contractor(s) awarded the new contracts commencing January 1, 2012. All costs associated with the title transfer, maintenance and repairs shall be the responsibility of the Contractor. Vehicles associated with each respective service area can be found in Appendix F. As a minimum standard, Contractor shall maintain vehicles in a manner acceptable to the City. Vehicles shall be free of any major defects. Paints, body, and interior shall have only minor (if any) blemishes, and there shall be no major mechanical problems. There shall be little or no rust on the vehicles. Engine compartment shall remain clean, with no fluid leaks. Tires shall match and maintain substantial available tread wear. Vehicles must have a clean title history. Vehicles must pass all required emissions tests. Vehicles shall not have any unsubstantiated mileage at any time. Vehicles shall be replaced at the Contractors expense at any time the vehicle does not meet the City's standard, no less often than when the age of the vehicle reaches six years or 150,000 miles. Replacement vehicles' ownership reverts to the City at the conclusion of the contract. Contractor allows the City to utilize the vehicles when not in use by the Contractor.

6. TOOLS AND EQUIPMENT

The City shall also supply furniture, fixtures, and equipment for all city offices and full-time office-based contractor employees.

7. PERFORMANCE REQUIREMENTS

- 7.1 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.
- 7.2 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.
- 7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 7.4 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.
- 7.5 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.

- 7.6 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. CONFIDENTIAL INFORMATION

- 8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

9. USE OF PREMISES

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

10. SAFETY AND PROTECTION

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

11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 11.1 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.
- 11.2 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. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 11.4 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.

- 11.5 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.
- 11.6 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.
- 11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 41 Perimeter Center East, Suite 250, Dunwoody, GA 30346.

12. COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 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.
- 12.2 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.
- 12.3 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.

13. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 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 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

14. INDEMNIFICATION AND INSURANCE

- 14.1 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 performance of this Contract, or the 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 solely by the City's negligence or by the joint 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 14.4 below by or in favor of any person described in Section 14.5 below, 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, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 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.

- 14.2 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.
- 14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 14.4 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.
- 14.5 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 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

14.7 Insurance

14.7.1 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:

(1) Commercial General Liability Insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and

(2) Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

14.7.1.1 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.

14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

14.7.2 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 \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 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.

14.7.3 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 ONE MILLION DOLLARS (\$1,000,000.00) 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.

14.7.4 Health Insurance. Not applicable.

14.7.5 Garage Liability Insurance. Not applicable.

14.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

14.7.7 Crime Coverage. Not applicable.

14.7.8 Pollution Liability Insurance. Not applicable.

14.7.9 Deductibles. The Contractor's policies of insurance required by this Section 14.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims

from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

- 14.7.10 Other Insurance Requirements. All insurance policies required by this Section 14.7 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 15.2 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 has required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 5.7.10, 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.

15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

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

16. CONTRACT ADJUSTMENTS

- 16.1 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.
- 16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 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.
- 16.3 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.

- 16.4 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.

17. SUBCONTRACTORS

- 17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor, which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors, which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- 17.2 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 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

18. DEFAULT AND TERMINATION

- 18.1 In the event that:
- 18.1.1 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
 - 18.1.2 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
 - 18.1.3 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
 - 18.1.4 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
 - 18.1.5 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

18.1.6 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

18.1.7 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

18.1.8 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.

18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

18.3 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:

(i) 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.

(ii) 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.

(iii) 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.

19. CITY'S AUTHORIZED REPRESENTATIVE

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

20. ASSIGNMENT

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership 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 17 hereof.

21. NOTICES

- 21.1 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.
- 21.2 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
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

With a copy sent to:

City of Dunwoody, GA
ATTN: City Attorney
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

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

22. NONDISCRIMINATION

- 22.1 During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
- 22.1.1 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.
 - 22.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
 - 22.1.3 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.
 - 22.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources 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.
 - 22.1.5 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:
 - 22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - 22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.
 - 22.1.6 Incorporation of Provisions. The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 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.
- 22.2 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.

23. COPYING DOCUMENTS

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

24. GENERAL PROVISIONS

- 24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.
- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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
- 24.6 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.

- 24.7 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.
- 24.8 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.
- 24.9 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 5 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.
- 24.10 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.
- 24.11 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.
- 24.12 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.
- 24.13 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; or legible microfilm or microfiche, together with access to the applicable reader. 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, the Contractor 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.

- 24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City, which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 24.15 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.
- 24.16 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.
- 24.17 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 24.18 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.
- 24.19 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.
- 24.20 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.
- 24.21 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.
- 24.22 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.

- 24.23 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 C - Sample Affidavit Verifying Status for City Public Benefit Application

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

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

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____ Date _____

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2011

* _____
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

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

Appendix D - Information Technology Inventory

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

Table 1. IT Workloads

Workload Measures	2009 (Actual)	2010 (Actual)	2011 (Projected)
Workstations Supported	78	80	80
Enterprise Applications Supported	5	8	10
Servers Supported	18	22	22
VOIP Phones Supported	76	83	85
Cell phones/PDAs' Supported	0	0	0
Pubic Safety MDUs' Supported	36	41	45
Mobile Broadband Devices	40	42	48
Productivity Measures	2009 (Actual)	2010 (Actual)	2011 (Projected)
Service Requests Received	n/a	1044	800
Service Requests Completed	n/a	978	800
Certifications/Training Courses Completed	4	2	2
Enterprise Software Deployments	3	4	2
Laptops/Desktops Installed	78	2	45
Servers Deployed	18	4	4

Table 2. Servers and Applications

Model	Manufacturer	Operating System	Applications	Purchased	Notes
PowerEdge 1950	Dell Inc.	Windows Server 2008 STD	Symantec Backup Exec	2010	DPD Data Back Up Server
PowerEdge 2950	Dell Inc.	Windows Server 2008 STD	OSSI RMS, Microsoft SQL Server 2008, Crime Reports Publisher, IIS	2010	DPD Records Server
PowerEdge R300	Dell Inc.	Windows Server 2008 STD	FileZilla FTP Server, IIS, SIRE Pub Web Front End	2010	DPD Police Web Server
PowerEdge 1950	Dell Inc.	Windows Server 2008 STD	OSSI Message Switch	2010	DPD Message Server for MDTs
PowerEdge 2950	Dell Inc.	Windows Server 2008 STD	Peachtree Quantum 2009	2009	Retired Accounting Server
PowerEdge 2950	Dell Inc.	Windows Server 2008 STD	Active Directory, Blackberry Enterprise Server, Microsoft SQL Server 2005, IIS	2009	Domain Controller, BES Server
PowerEdge 2950	Dell Inc.	Windows Server 2008 STD	Exchange Server 2007, IIS	2009	E-Mail Server
PowerEdge 1950	Dell Inc.	Windows Server 2003 R2 STD	FileZilla FTP Server, Microsoft SQL Server 2005, NetMotion Mobility Console	2009	Virutal VPN Server - PD & Code
PowerEdge R710	Dell Inc.	Windows Server 2008 STD	Microsoft SQL Server 2008, SIRE Minutes Plus, SIRE Forms Administrator, SIRE Workflow Administrator, IIS	2011	SIRE Server
PowerVault 500	Dell Inc.	Windows Storage Server 2003 R2	Microsoft SQL Server 2005, MailArchiva Server, Data Protection Manager 2007, CommVault Simpana 9	2009	Mail Archive Server, Backup Server
System x3650 M2	IBM	Windows Server 2008 STD	Tyler InCode, Microsoft SQL Server 2005, Apache Tomcat 5.0, IIS	2010	Tyler Incode - Courts and Fin.
PowerEdge R300	Dell Inc.	Windows Server 2008 STD	Active Directory	2009	2008 Active Directory Server
PowerEdge R300	Dell Inc.	Windows Server 2008 STD	Fileshare	2009	2008 Active Directory Server
VMware Virtual Platform	VMware, Inc.	Windows Server 2003 Enterprise	ArcGIS Server	2010	CPL Support GIS Server
ProLiant ML150 G6	HP	Windows Server 2008 STD	SIRE Video Plus	2011	Video Encoder and Web Stream
VMWare Virtual Platform	VMware, Inc.	Windows Server 2008 STD	XmediasFAX	2010	Fax Server

Appendix E –Cost Table

Page I

Submitted by _____

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area. The City will evaluate the qualifications of the Contractors to provide the requested services in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience in all selected service areas and has the capacity to properly staff and manage the delivery of high quality services for the City.

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

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus a multiplier for overhead and profits. The City will negotiate with the Contractor to establish a reasonable multiplier if the services are requested.

Please provide the proposed costs for all applicable service areas. If your organization is not proposing for a specific service area, please indicate so by marking N/A in the corresponding row.

	Price by Year and Service Area				
Service Area	2012 ¹	2013 ¹	2014 ¹	2015 ¹	Total 2012 – 2015
Public Works					
Finance and Administrative Services					
Planning and Zoning					
Information Technology					
Building Permits and Inspections*					
Parks and Recreation					
Public Relations and Marketing					
Total					

*The City requests that all Bidders proposing for the Building Permits and Inspection services shall provide the City with an additional, alternative method of calculating the contract cost in lieu of the lump sum fee listed in the table above. (The City generated \$439,410 and \$559,356 for the first two fiscal periods of operation.) Please provide the proposed percentage of the building permits and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Building Permitting and Inspections: _____%

The city encourages Bidders proposing for the Building Permits and Inspection services to provide multiple methods of calculating contract costs. Alternate methods may include a percentage of fees collected and any hybrid approaches based partly on fixed fees, partly on percentage of fees and potentially caps on amounts invoiced if activity is above a specified threshold. You may provide a flat percentage above or attach an additional page to the cost proposal describing your pricing for a hybrid approach.

¹ City shall pay the Contractors in twelve payments for each month in accordance with the Contract's General Conditions (see Appendix B, section 11.2.)

Appendix E –Cost Table
Page III

Submitted by _____

Alternative Option One – Service Areas Included _____

Alternative Option Two – Service Areas Included _____

Alternative Option Three – Service Areas Included _____

	Alternative Pricing Options				
	2012 ¹	2013 ¹	2014 ¹	2015 ¹	2012 - 2015
Alternative Option One					
Alternative Option Two					
Alternative Option Three					

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

¹ City shall pay the contractors in twelve payments for each month in accordance with the Contract’s General Conditions (see Appendix B, section 11.2.)

Representative Signature _____

Date _____

Printed Name and Title _____

Telephone Number _____

Fax Number _____

Email Address _____

Appendix F – Motor Vehicles Inventory

On January 1, 2012, the City will own all vehicles currently used by the Contractors performing the current Public Works and Community Development contracts. The City intends to transfer all vehicles to the Contractor(s) awarded the new contracts commencing January 1, 2012. Provided below is an inventory of the motor vehicles currently utilized by the City of Dunwoody, listing the make and model, the general condition, and the mileage for each specific vehicle.

User	Description	General Condition	Mileage
Community Development	2008 Ford F-150, V6 4.2L, Automatic with AC	Good	15334
Community Development	2008 Ford F-150, V6 4.2L, Automatic with AC	Good	11736
Community Development	2008 Ford F-150, V6 4.2L, Automatic with AC	Good	15610
Community Development	2008 Ford F-150, V6 4.2L, Automatic with AC	Good	33545
Public Works	2008 GMC Sierra 2500	Good	8000
Public Works	2008 GMC Sierra 2500	Good	4000