

STATE OF GEORGIA  
CITY OF DUNWOODY

**FIRST AMENDMENT TO MUNICIPAL SERVICES AGREEMENT**

THIS AMENDMENT ("1<sup>ST</sup> Amendment") is made and entered into this 17<sup>th</sup> day of December, 2012, by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated "City," and Jacobs Engineering Group, Inc., hereinafter designated "Contractor."

WITNESSETH:

WHEREAS, City and Contractor executed a Municipal Services Agreement ("Agreement") on July 25, 2011 for various municipal services to be provided by Contractor to the City; and

WHEREAS, Exhibit A of the Agreement detailed the Scope of Services and itemized cost for the various services to be provided by Contractor for the City; and

WHEREAS, one of the Services provided by the Contractor for the City is "Public Relations and Marketing," including a full-time staff member and Bob Mullen to provide public relations and marketing experience; and

WHEREAS, pursuant to the City's continuous attempt to develop a collegial relationship between the City and its citizens, the City and Contractor have determined that a new "Community and Civic Engagement" program should be developed by the City with Contractor in order to engage the community and business in the City's decision-making processes and policy as well as community outreach designed to incorporate the best decision-making of the City; and

WHEREAS, pursuant to the implementation of the Community and Civic Engagement program by the City, the City and Contractor desire to amend said Agreement to include additional Scope of Services and Cost for said program development.

NOW, THEREFORE, the parties hereto agree as follows:

1. Exhibit A of the Agreement herein referenced and attached hereto and incorporated herein is hereby amended by adding additional Scope of Services for the Public Relationship and Marketing services to read as follows:

**"CITY OF DUNWOODY COMMUNITY AND CIVIC ENGAGEMENT PROGRAM**

**Jacobs will provide the following services:**

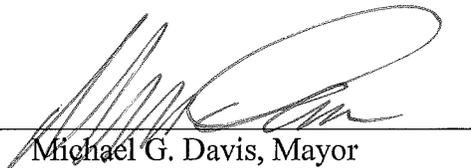
- Help establish a strategic civic engagement agenda, philosophy for the City of Dunwoody.
- Assist the City of Dunwoody in preparation, planning and implementation of a Civic Engagement program
- Engage and communicate with all segments of the community in an effective and inclusionary manner to promote active information sharing and participation.
- Work in conjunction with all City departments (Police, Human Resources, Finance & Administration, Municipal Courts, Public Works, Community Development, Economic Development, and Parks & Recreation) to develop communication activities which address the concerns and issues of the public, both proactively and as a reaction to unexpected events.
- Provide the City with an approach and structure on which to build a long-term civic engagement program that is integrated into all departments and within the culture of staff.
- Assist with establishing and maintaining an understanding of what civic engagement is and what it means for Dunwoody residents and City leaders.
- Promote opportunities for meaningful and interactive civic engagement which includes public relations, communications and marketing activities to drive consistency across efforts and a structure to ensure efficient use of the City's resources.
- Serve as the central point of contact currently within the City to lead civic engagement practices and strategies to help accomplish key objectives and jumpstart civic engagement processes (both internally and externally).
- Gather internal department input on the proposed civic engagement structure and approach, for buy-in and issue identification.
- Coordinate research and baseline/ongoing measurement to help establish annual program direction and set strategies for implementation activities.
- Work with City Manager and staff to determine annual program goals.
- Communicate and interact with council members, and City department heads to secure insight and buy-in on civic engagement goals, outreach needs and activities.
- Conduct individual and group outreach/interviews (based on availability, schedules) with council members and City department heads and/or staff as appropriate, as well as with key citizen influencers (as recommended by council and staff)..
- Analyze interview and survey findings to establish an annual baseline of where the program needs to go, and to create a consistent methodology for moving forward.

- Conduct industry, association and peer research primarily through online searches, published trade journal articles, academic research, phone and/or email exchanges with sources, etc.
  - Manage the civic engagement program development to solidify a program process, a set of tools, and a schedule/roadmap for civic engagement.
  - Develop an annual, detailed strategic Civic Engagement Plan with a set of practices and tactics which can be implemented across departments.
  - Assist in the creation of a Civic Engagement Toolkit
  - Identify communications activities and public involvement outreach requiring unified messaging, style, themes and content for PR and Civic Engagement.
  - Serve as the civic engagement lead to begin coordinating and attending meetings (no more than three evening and 10 workday meetings within one month) with critical citizen, business and community groups.
  - Establish a set of evaluation and data capture measurement guidelines as well as a measurement capture template/grid.
  - Identify and perform other civic engagement responsibilities where the firm reasonably anticipates needs, which are not specifically set for the above.”
2. Pursuant to the additional Scope of Services above, the Cost Schedule of Exhibit A, under Public Relations and Marketing costs, the yearly sum amounts shall be increased by \$102,635.00 for 2013, \$105,714.00 for 2014, and \$108,885.00 for 2015 as compensation for the additional Scope of Services detailed in Paragraph 1 of this 1<sup>st</sup> Amendment.
  3. All other provisions of the Agreement referenced hereto are hereby retained and continued in full force and effect as if restated in their entirety herein. This First Amendment to the Municipal Services Agreement hereby rescinds any conflicting provisions of the Agreement or any other previous Amendment therefor.
  4. This First Amendment to the Municipal Services Agreement shall be effective as of January 1, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this 17<sup>th</sup> day of December, 2012

**CITY OF DUNWOODY, GEORGIA**

BY: \_\_\_\_\_

  
Michael G. Davis, Mayor

**ATTEST:**

Sharon Lowery  
Sharon Lowery, City Clerk

Approved as to Form:

David Felger  
Acting City Attorney

**JACOBS ENGINEERING GROUP, INC.**

Thomas S. Meinhardt  
**BY: Signature**

Thomas S. Meinhardt  
**Print Name**

Vice President  
**Title**

**ATTEST:**

Elizabeth A. Relinski  
**BY: Signature**

Elizabeth A. Relinski  
**Print Name**  
**ASS. Corporate Secretary**  
**(Seal)**



## Municipal Government Services Procurement '7 cbfUM



**CONSULTANT CONTRACT**  
**RFP 11-02 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT**  
**SUB-SECTIONS 2.1, 2.8 PUBLIC RELATIONS AND MARKETING**

This **CONTRACT** made and entered into this 25<sup>th</sup> 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 3<sup>rd</sup> 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 and 2.8 (Public Relations and Marketing) 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: [Signature]  
Ken Wright, Mayor  
City of Dunwoody, GA

ATTEST:  
[Signature]  
Signature  
Sharon Lowery  
Print Name  
City Clerk

APPROVED AS TO FORM:

[Signature]  
Signature  
Dunwoody Staff Attorney

CONSULTANT:  
BY: [Signature]  
Signature  
Kevin S. McMahon  
Print Name  
Group Vice President  
Title

ATTEST:  
[Signature]  
Signature  
Elizabeth A. Perinski  
Print Name  
ASS Corporate Secretary  
(Seal)



Jordan, Jones and Goulding, Inc.  
6801 Governors Lake Pkwy • Building 200  
Norcross, GA 30071 USA  
T: 1.770.455.8555 • F: 1.770.455.7391

July 8, 2011

Mr. Warren Hutmacher  
City Manager  
City of Dunwoody  
41 Perimeter Center East, Suite 250  
Dunwoody, GA 30338

Dear Mr. Hutmacher,

It was a pleasure meeting with you, Chris Pike and Sharon Lowery this week to discuss the opportunity for Jacobs to be the service provider for the Public Relations and Marketing program at the City of Dunwoody.

Following our discussions and meeting, we had a chance to review our initial pricing proposal for the Public Relations and Marketing program. After careful consideration and evaluation we have been able to lower our overall cost total for the four year life of the Public Relations and Marketing program to \$762,152.00.

We are confident in being able to deliver a strategically sound and successful program for the City of Dunwoody and believe this new price reflects our eagerness to become your partner in this endeavor.

Please don't hesitate to contact me should you have any questions about our revised cost for the four year period.

We look forward to working with you!

Sincerely,

A handwritten signature in black ink that reads "Chuck".

Chuck Button  
Jacobs

June 23, 2011

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

RE: **Jacobs – Ne✱t Team** for the **Ne✱t Level**  
Amended Service Provision Strategy

Dear Mr. Hutmacher,

Thank you again for the opportunity to participate in the interviews for the City of Dunwoody Government Services Procurement. We came away from all four of our interview sessions last week with a renewed passion and invigorated strategic approach to providing Dunwoody with outstanding support for the future.

In each of our meetings together, we collected vital information and important insights which helped us better understand your needs and objectives. But what has not changed is our resolute dedication to providing the City of Dunwoody a results-oriented, successful team with the right experience and knowledge to deliver excellence. We believe Jacobs is the right choice to take Dunwoody the **Ne✱t Level** because of:

- **Our Depth of Skilled Professionals.** We provide Dunwoody with access to talented and accomplished experts who bring vast experience and understanding of the issues and needs of a municipality like Dunwoody. **Nobody does it better than Jacobs.**
- **Our Breadth of Capabilities and Offerings.** We are more than creative, resourceful consultants. We are proficient in delivering measurable results across a wide array of competencies. **Nobody covers as much in as efficient a manner as Jacobs.**
- **Our Responsive and Strategic Approach.** With team members living in Dunwoody and offices less than a 10 minute drive away, the City can tap into our expertise and resources and receive smart and strategic response. **Nobody matches our adjacency, timely response, and expert-rich 24/7 service solutions.**

The information and input you shared throughout the interview process has allowed us to take a more educated review of the needs, action items, and priorities the City foresees. With a clearer view of your goals, we present the following updates and recommendations for the four service packages we are proposing.

Should you decide to select Jacobs for all four service packages, the City has an opportunity to realize a number of value-added advantages including lowered costs, increased efficiencies in program management and staffing as well as working with senior consultants who share best practices and lessons learned on a daily basis, all in one office – consultants who are constantly thinking about and discussing how to make the City better even as they pass each other in the halls.

Thank you again for the opportunity to submit these amendments. We look forward to working with the City of Dunwoody. As always, I can be reached at 770.843.5111 or [chuck.button@jacobs.com](mailto:chuck.button@jacobs.com).

Regards,

**JACOBS ENGINEERING GROUP INC.**



Chuck Button  
City of Dunwoody Primary Point of Contact

JUNE 23, 2011

# Amended Service Provision Strategy

## Next Level

- Become an award-winning example of city leadership in metro Atlanta and the country
- Continue to encourage citizen participation with a web-based Citizens Dashboard
- Innovate and implement new revenue streams
- Reach sustainability goals through green initiatives as well as promoting increased walk and bike-ability

## Next Team

- 63 years of engineering expertise, providing clients with high quality services
- 90% of our work is repeat business with very satisfied clients
- Over 300 local personnel in all areas of engineering and planning
- An additional 50,000 resources across the Jacobs organization to meet any future need
- We want to work with you to better Dunwoody for our employees and your citizens who live there!

## PUBLIC RELATIONS AND MARKETING

We have not revised our pricing or staffing proposal for Public Relations and Marketing. We are confident our Public Relations and Marketing experience, combined with our real-world municipal government communications expertise, will deliver the quality and substance of communication services the citizens of Dunwoody expect.

Unique in the industry, our staffing mix includes an in-house team of seasoned communication professionals (like Terry Cole who you met during our interview) who will be dedicated to your needs as required. To ensure a smooth transition and establish a solid footing, **Bob Mullen plus a staff member will be available full-time at the City for the first two months of our contract.** The **staff member will remain full time** and Bob will continue to be your 24/7 contact throughout the term of the effort. As discussed in our interview and presented in our proposal, he will be supported by a team of in-house communication specialists covering the full range of your communication needs.

## PARKS AND RECREATION

Our revised staffing levels for Parks and Recreation reflect what we learned from the review panel on June 17. We have removed all technical staffing except for a **full-time Facilities and Maintenance Director**. We have added time for Mack Cain as a Planning Advisor in addition to some administrative support for the Director. Our in-office support staff will advise the Director as needed (See Revised Organization Chart on page 3).

## PUBLIC WORKS

We have not revised our pricing or staffing proposal for public works. Our mix of stormwater and traffic engineering expertise (found in our consultants Eric Westcott and David Kasbo) will be fluid and able to change as the needs of the City change.

## Appendix E –Cost Table Page I

Submitted by Jacobs Engineering Group Inc.

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.

	<b>Price by Year and Service Area</b>				
<b>Service Area</b>	<b>2012 <sup>1</sup></b>	<b>2013 <sup>1</sup></b>	<b>2014 <sup>1</sup></b>	<b>2015 <sup>1</sup></b>	<b>Total 2012 – 2015</b>
<b>Public Works</b>	\$516,752	\$532,254	\$548,222	\$564,669	\$2,161,897
<b>Finance and Administrative Services</b>	n/a	n/a	n/a	n/a	n/a
<b>Planning and Zoning</b>	\$823,788	\$848,502	\$873,957	\$900,175	\$3,446,422
<b>Information Technology</b>	n/a	n/a	n/a	n/a	n/a
<b>Building Permits and Inspections*</b>	n/a	n/a	n/a	n/a	n/a
<b>Parks and Recreation</b>	\$157,047	\$161,758	\$166,611	\$171,610	\$657,026
<b>Public Relations and Marketing</b>	\$191,908	\$197,665	\$203,595	\$209,703	\$802,870
<b>Total</b>	\$1,689,495	\$1,740,180	\$1,792,385	\$1,846,156	\$7,068,216

\*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.

<sup>1</sup> 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 Jacobs Engineering Group Inc.

Alternative Option One – Service Areas Included Public Works / Parks and Recreation / Planning and Zoning  
/ Public Relations and Marketing

Alternative Option Two – Service Areas Included Parks and Recreation / Planning and Zoning / Public  
Relations and Marketing

Alternative Option Three – Service Areas Included Parks and Recreation / Planning and Zoning

	Alternative Pricing Options				
	2012 <sup>1</sup>	2013 <sup>1</sup>	2014 <sup>1</sup>	2015 <sup>1</sup>	2012 - 2015
<b>Alternative Option One</b>	\$1,610,375	\$1,658,086	\$1,707,217	\$1,757,809	\$6,733,486
<b>Alternative Option Two</b>	\$1,121,422	\$1,155,065	\$1,189,717	\$1,225,409	\$4,691,613
<b>Alternative Option Three</b>	\$931,368	\$959,309	\$988,088	\$1,017,731	\$3,896,495

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

<sup>1</sup> 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.)

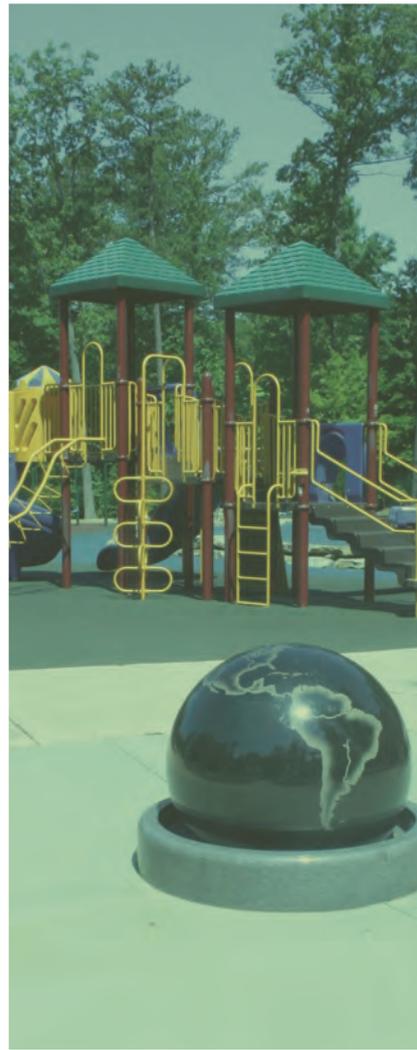
Representative Signature  Date June 23, 2011

Printed Name and Title Chuck Button, Principal-in-Charge

Telephone Number 770-455-8555

Fax Number 770-455-7391

Email Address chuck.button@jacobs.com



## Municipal Government Services Procurement

**Dunwoody**  
\* Smart people – Smart city

**Ne\*t Level  
Ne\*t Team**

**JACOBS**



**Ne\*t Level  
Ne\*t Team**

**JACOBS®**

May 23, 2011

City of Dunwoody  
Attn: Chris Pike, CPA, Director of Finance  
41 Perimeter Center East, Suite 250  
Dunwoody, Georgia 30346

RE: **Jacobs – Ne\*t Team** for the **Ne\*t Level**

Dear Mr. Pike,

Congratulations to the City of Dunwoody for successfully taking the first step of implementing a successfully privatized new city! You've branded your city as the place people want to live for smart government and excellent service. What's Ne\*t?

Our local Jacobs team brings metro Atlanta experience and couples that with our national and international "lessons learned" to propel your City forward. Our proposed team will benefit the City in the following ways:

## Ne\*t Team

- **Building the best staff.** We understand that there are many key positions that are filled by excellent people, including your current Director of Public Works. We will not change what is already working without your guidance. By partnering with Jacobs, you will have access to all of our staff, including over 300 located less than 10 miles from Dunwoody, so when you need unexpected expertise, you can get it fast!
- **Drawing on experience. Bringing innovation.** Our proposed staffing – especially as it relates to our Alternative Options 1, 2, and 3 - will bring cost savings to the City by understanding and implementing staffing efficiencies that draw in precise expertise when needed. For example, a Parks and Recreation Department may be staffed differently during the implementation of a bond referendum than during standard operations, and we have the staff and expertise to assist in any capacity.
- **Responsive 24-hour access.** Chuck Button, a 20-year veteran in local government, will be on call and available to the City at ANY time. Try it: 770.843.5111. His resume is included in Section 4.

## Ne\*t Level

- **Best practices both nationally and internationally.** You can learn from others on the "cutting edge" of municipal government. Jacobs will implement Best Practices Workshops (BPWs) with the City by bringing together local, national, and international trendsetters in the

industry so the City can **research** and **continuously innovate**. BPWs are a Jacobs value-added service that will be provided at NO additional cost to the City.

- **Key Performance Indicators (KPIs)**. KPIs will be developed and implemented to measure effectiveness which will result in adjustments, where necessary, to save time and money. Examples of Jacobs-developed KPIs include:
  - Maintenance Rating Program (MRP) Scoring
  - Customer Satisfaction Survey Results
  - Workforce Survey Results
  - Contracts Completed Within Original Budget
- **Citizens Dashboard**. As you know, the citizens of Dunwoody are educated and involved. To help the City and citizens interact on a direct, regular, and informed basis, Jacobs has developed an electronic, on-line, windows-based, Citizen's Dashboard through our Project Information Management System (PIMS), allowing any citizen to login and see real-time information regarding budgets, city initiatives, and even the schedule related to when the pothole on their street will be repaired. This will reduce the number of calls and requests that the City receives on a daily basis. PIMS is a Jacobs proprietary service that is currently being used in over 10 municipalities and public agencies throughout the Southeast. One example is Athens-Clarke County, Georgia, where they draw from PIMS to populate their CIP project list and then post this information to their website. You can see the result by visiting <http://www.athensclarkecounty.com/index.aspx?NID=1820>.
- **The Road Ahead**. What Dunwoody will become is exciting and unexplored. The services you need today may not be the services you need in the next four years. Jacobs will grow and evolve with you. The benefits include:
  - **Staff can evolve/revolve as your needs change**. The City can save time by not looking any further than Jacobs for ANY future needs including a more robust stormwater program, flood mitigation, capital improvement funding plans, and operational assessments/workflow analyses.
  - **Better access, better City**. Increased access to transit and future connectivity studies will help Dunwoody benefit as a community from any transportation and transit referendums as they take shape. We are currently working with the Georgia Department of Transportation (GDOT) to develop the unconstrained project list that will be the basis on the Transportation Investment Act in 2012. We know what's coming and you can plan ahead to take advantage.

Again, congratulations for a job well done. Jacobs would like to become your **Next Team** for the **Next Level!** We look forward to working with you and please call Chuck at ANY time!

Regards,

**JACOBS ENGINEERING GROUP INC.**



Paul F. Wagner  
Vice President



Chuck Button  
Principal-in-Charge/Point of Contact  
[chuck.button@jacobs.com](mailto:chuck.button@jacobs.com)  
Phone: 770.843.5111, Fax: 770.455.7391

*We acknowledge this proposal may not be withdrawn for a period of 180 days after the time and date of proposal opening.*



**Ne\*t Level  
Ne\*t Team**

**JACOBS®**

# Corporate Background and Qualifications

## Next Level

- Become an award-winning example of city leadership in metro Atlanta and the country
- Continue to encourage citizen participation with a web-based Citizens Dashboard
- Innovate and implement new revenue streams
- Reach sustainability goals through green initiatives as well as promoting increased walk and bike-ability

## Next Team

- 63 years of engineering expertise, providing clients with high quality services
- 90% of our work is repeat business with very satisfied clients
- Over 300 local personnel in all areas of engineering and planning
- An additional 50,000 resources across the Jacobs organization to meet any future need
- We want to work with you to better Dunwoody for our employees and your citizens who live there!

The local Jacobs team is empowered to deliver value and unique capabilities to the City of Dunwoody from across our global operations, while continually being measured in terms of service responsiveness. We propose regular involvement with a world class steering committee to challenge our local team with alternative ideas and best practices. Many of our employees have government public service backgrounds and bring to this operation a high degree of respect for the services you provide.

We are confident that we can deliver exceptional service while significantly reducing the cost of this contract so that you can spend more of your revenue to enhance the quality of life for the residents and businesses of Dunwoody. Jacobs is a world class professional services provider with unique capabilities that makes a partnership between Dunwoody and Jacobs very powerful. We very much want to work with you!

**Selecting Jacobs for this contract will provide you with high caliber staff with local government experience at a much more cost-effective price.**

### ATTRIBUTES

Jacobs is a public company that manages and implements major programs for federal, state, and local governments, military, and private sectors. **Our culture of transparency and client relationships is woven into the fabric of every business practice.** Over 90% of our work is delivered to repeat clients. Our approach to customer service means that the core of our relationships with our clients is built on communication, openness, and our ability to complete any assignment given to us, thoroughly, completely, and with high quality.

We have been assisting local governments for over 60 years with their infrastructure, parks and recreation, community planning and development, and communication needs. We have had on-call contracts with many of the cities and counties in metro Atlanta, working with city and county leaders to develop master plans, zoning ordinances, transportation improvements, capital

plans, community building and visioning exercises, and public information and involvement. We have over 500 employees in Georgia alone, and over 70% of those are in metro Atlanta, giving us access to a wealth of knowledge and expertise that smaller firms simply do not have.

## SPECIAL CAPABILITIES

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This depth of resources allows us to reach anywhere in the Jacobs organization, pull in the necessary experts and resources, and assist the City of Dunwoody to grow in any department. For example, should you decide to start a solid waste management program, we have planners who have designed solid waste management plans who can assist in setting up the solid waste collection operations. We have assisted many clients in metro Atlanta and Georgia with these services for over 18 years, including the City of Columbus and Fulton, Clayton, and Coffee Counties. In Clayton County, we are evaluating the entire solid waste program for economic viability, something we can do for the City of Dunwoody as well.

One of the greatest risks facing this operation is customer service failures during transition of contractors. The first step in the development of our partnership with you will be a seamless transition period. Our dedicated Transition Team, led by Mr. Chuck Button and guided by retired United States Air Force Colonel Rick Moriyama, will use best practices and lessons learned from successfully transitioning some of the federal government's largest professional services contracts. Leading the Transition Team is Chuck Button, former Gwinnett County Manager and Chief Operating Officer of Jordan, Jones and Goulding, Inc. (JJG). During the recent merger of Jacobs and JJG, Chuck led the smooth transition of over 300 employees into the Jacobs organization, assisting in all facets of human resources, operations, and finance. This experience gives him a unique perspective on how to transition existing employees into a new organization while maintaining work levels and efficiency.

Jacobs has international experience in the delivery of program management services. Starting with our local experience with running capital improvement programs in places like Athens-Clarke County, Gwinnett County, and Rockdale County, and extending into our worldwide experience with delivering transportation services in Buckinghamshire, United Kingdom, we can bring a team of experts and advisors to implement best practices and lessons learned to the City of Dunwoody and help the City reach the **Ne\*xt Level**.

## TECHNIQUES

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The City of Dunwoody has been dedicated to improving the lives of its citizens since inception three years ago by investing in numerous capital improvement projects, even when many other municipal governments have been financially challenged. There is a pent-up demand for more projects including more sidewalks and road improvements and build-out of key park projects such as the Windwood Hollow Park and the newly acquired 16-acre Georgetown parcel, a virtual blank canvas for a new City park.

**Using our lower corporate overhead, you get the best value for the dollars you spend on this contract so that more of the hard-earned taxpayer dollars go to pay for new investment in the community.**

Our communication and collaboration strategy will be centered around the same system we use in our local office. In order to respond to information requests as quickly as possible, we propose to enhance the information gathering and reporting process through the use of our Project Information Management System (PIMS), a proprietary software created by Jacobs to manage data. PIMS sits on top of existing software to provide a full featured reporting system, including an

The screenshot displays the Project Implementation Planning and Evaluation System (PIMS) interface. The top navigation bar includes 'Home', 'Project Search', and 'Highway 41 Service Area Upgrades - Phase 1'. The main content area is titled 'Highway 41 Service Area Upgrades - Phase 1 - Property Acquisition'. It features a summary section with project details:

- Project Number:** SFM0804
- Project Name:** Highway 41 Service Area Upgrades - Phase 1
- Project Type:** Capital
- Project Sub Type:** Wastewater
- Project Class:** Force Mains
- Project Status:** Active
- Phase:** Construction
- Project Manager:** Glennon, Jim
- Technical Lead:** Glennon, Jim
- MPW Inspector:** Wilson, Ronnie
- MPW Operations Lead:** Poretto, Gary
- Asset Class Engineer:** Thomas and Hutton

Below the summary is a 'Filter List' section with an 'Add Project - Property Acquisition' button. The main data table is titled 'Project - Property Acquisition (36)' and contains the following information:

Parcel	Tax Map ID	Owner Legal Name	Date Executed	Date Recorded	Book/Page	Amount Paid	Date of Payment	Complete
2000	5941000313	Dunes West Property	8/13/2008	8/22/2008	0005/593	\$4,800.00	12/29/2008	Yes
2001	5830000056	Estate of James Smith				\$2,640.00		No
2002	5830000055	Estate of Edward Meyers				\$4,080.00		No
2003	5830000054	Gerald White	6/16/2008	8/13/2008	0003/679	\$525.00	12/29/2008	Yes
2004	5830000129	Nehemiah Corporation	6/25/2008	8/13/2008	0003/680	\$575.00	12/29/2008	Yes
2005	5830000301	James Capers, Jr.				\$835.00		Yes
2006	5830000302	James Capers, Jr.				\$1,770.00		Yes
2007	5830000047	Frank Rouse				\$2,170.00		Yes
2008	5830000042	Estate of Robert Gallon				\$2,560.00		No
2009	5830000365	Henry Swinton, Jr., et al				\$2,100.00		Yes
2010	5941000261	Ellington Woods, LLC				\$18,400.00		Yes
2011	5941000601	Ellington Woods, LLC				\$5,500.00		Yes

Example of PIMS “Dashboard” for City of Dunwoody

executive dashboard. It links critical information from many places and presents it in a single view.

As the integration piece that pulls information together, PIMS prevents redundancy and insures that all team members have access to the most accurate information. It is a transparent, web-based system that allows secure access to anyone recognized by the system from any computer with internet access. It serves as a common platform for City staff, contractors, service providers, and other stakeholders.

Should you be interested in PIMS, we can also create a Citizens Dashboard from this system, a web-based system that will allow individuals to voice a concern and then monitor that concern through the response process by the City. We can further the application of the existing “See, Click, Fix” reporting system and provide citizens with an overall view of the concerns that have been addressed in their city.

This system is one of the keys to effective communication and collaboration. How information is managed and dispersed will be a key factor in effective communication and collaboration and critical to the success of the City’s programs. We can provide a

seamless, collaborative environment for all stakeholders through the use of our PIMS system.

To effectively provide the quality of services required by the City of Dunwoody, lines of communication between staff and city personnel must be clear and direct. While PIMS can allow ready access to information in real-time, it does not replace the need for effective, face-to-face meetings. Joint meetings with the City Manager and the Service Area Directors will need to occur regularly, perhaps even daily, to ensure all Departments are coordinating their activities and understand the City’s priorities. In addition, each Director will meet with their teams on a weekly basis to ensure each individual is fully informed.

Each Director will also need to meet with their counterpart in other Service Areas where the two Service Areas have “touchpoints” - those areas that require close coordination to ensure each Area knows what the other will need to effectively perform their work. For instance, Ben Williams, our proposed Public Works Director, will regularly meet with Jason Weckerly, our Proposed Parks and Recreation Director, and the Parks and Recreation Department leadership to coordinate adjacent work, mitigate any schedule

impacts from either recreation programs or traffic improvements, and look for efficiencies such as instituting common subcontractor/vendor agreements for activities such as mowing, etc.

Our Quality Assurance Program goes beyond monitoring the work; we also monitor your satisfaction. We have a comprehensive in-house quality program which includes periodic "client surveys" to identify our customer's level of satisfaction with our services. The surveys begin with our initial Client Expectation Survey, which we will conduct at the inception of the phase-in task. We will use this survey as a basis to focus not only on the contract scope of services but also your priorities and sensitivities. We will then conduct follow-up surveys during the course of the operation and make on-course corrections to the level and quality of services, constantly striving to meet or exceed your expectations.

## **So far this fiscal year, we have performed 50 Client Satisfaction Surveys and earned an average score of 92+% satisfaction level.**

Jacobs Value Plus (JV+), a Jacobs tool for defining value brought to our clients and projects, is then used to define, track, report, and recognize real value brought to you in the execution of the project. Using the JV+ process in FY2010 (ended 9/30/10), we provided \$2.9 billion of project savings to our clients for nearly 800 different projects. So far this fiscal year, we have saved our clients nearly \$1.5 billion on more than 550 projects. By using these tools, we will strive to bring similar types of savings and enhancements to the City of Dunwoody's program.

## **RESOURCES**

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We have over 300 local staff members in our Norcross office, supported by over 50,000 people throughout the Jacobs organization. Our Directors are fully empowered

to reach out to anyone in the Jacobs organization to meet the City's needs.

We are a well-respected and trusted financial organization, with strong financials and a record of a well-run business.

## **Jacobs has been named one of *Fortune Magazine's* Most Admired Companies every year since the award's inception in 2006. In 2011, Jacobs was ranked No. 3 within the Engineering and Construction Industry category.**

BusinessWeek ranked Jacobs No. 12 in their World's Best Companies 2009 list. We were named No. 1 within the Engineering & Contracting Category.

## **SIMILAR PROJECTS**

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Please see representative project experience on the next pages. In order to remain concise in our response, we have chosen the top five similar projects. Additional experience can be provided upon request.

## **LITIGATION**

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The submitting firm, Jacobs Engineering Group Inc., and its subsidiaries form an organization that is comprised of approximately 125 operating companies and affiliates, having a total current employment complement of over 50,000 persons and revenues of approximately \$10 billion. From time to time and in the ordinary course of business, the Company is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is the Company's practice to vigorously defend itself in such actions, many of which are generally subject to insurance and none of which are expected to have a materially adverse effect on the Company's consolidated financial statements.

# Capital Improvement Programs Program Mangement

## Athens-Clarke County, Georgia

With over \$250 million dollars of capital improvements to be done in a five-year period, the Unified Government of Athens-Clarke County again retained Jacobs, acting as extension of staff, to provide Master Planning Consulting engineer services. Jacobs provides a full-range of services, including; service delivery planning, engineering design development, program management, project management, bidding, construction administration, and resident inspection for all the projects within the County's overall \$372-million Capital Improvement Plan.



The expansions include simultaneous development of all three wastewater plants from 18 million gallons per day (MGD) to 28 MGD; the continued expansion of their water treatment plant from 28 MGD to 36 MGD; erection of three new elevated storage tanks and rehabilitation of their existing four elevated storage tanks; construction of over 54 miles of new and expanded sewer lines (ranging up to 54 inches in diameter); and 17 miles of new water lines bringing water service to the entire County.

### Master Planning General Services Activities

- Annual review of rates and system revenue requirements and an annual rate study
- Professional assistance in solving operational and maintenance problems
- Evaluation of compliance with federal, state, and local regulations
- Professional assistance in regards to long term planning associated with the Service Delivery Plan
- Environmental studies and permitting
- Public involvement
- Program management activities
- Master program scheduling
- Program information and reporting, including development/management of schedule and expenditures
- Preparation of design development reports
- Project feasibility studies
- Preparation of Request for Proposal (RFP) for detailed design services
- Assistance in RFP evaluation
- Management of design consultants/project specific
- Management of sub-contract work in regards to easement acquisitions
- Construction management services inclusive of resident inspection
- Project tracking to ensure compliance with budget and scheduling constraints

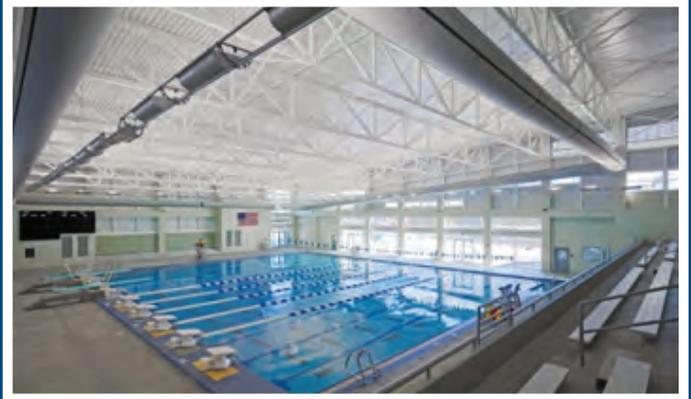
Proposed Public Works Director Ben Williams serves as the Principal-in-Charge and Client Liaison for this contract. Before joining Jacobs, he also served as Public Works Director for Athens-Clarke County.

Street maintenance and striping	✓	Traffic signals, street signs, and street lights	✓	Sidewalks, gutters, and related street areas	✓	Traffic and transportation engineering	✓	Stormwater		Emergency preparedness		Planning and zoning services		Economic development		GIS	✓	Parks maintenance		Recreation	✓	Public relations		Marketing	✓	Sustainability	
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# Parks and Recreation Program

## Gwinnett County, Georgia

Gwinnett County voters have passed four, Special Purpose Local Option Sales Tax (SPLOST) since 1996, and the money collected funds parks, public safety, and transportation projects. The Parks and Recreation Program will have received over \$444 million from the SPLOST(s) over a 17-year period.



Jacobs was selected by the County for three consecutive five-year contracts and one four-year contract to provide out-source Program Management services for existing park renovation or redevelopment, and new park design and construction. Program Management services include both pre-construction and construction phase assistance, with particular emphasis on environmental and aesthetic sensitivity in design and execution of the projects. Specific relevant services to Dunwoody include:

- Program Services
- Planning/Scheduling/Estimating
- Budgeting and Cash Flow Forecasting
- Design Standards and Design Review
- Value Engineering
- Constructability and Operability Reviews
- Architecture/Engineering Selection Assistance
- Bid Preparation and Evaluation
- Contract Preparation and Administration
- Resident Engineering and Inspection
- Pay Request Management
- Quality Assurance/Control
- Submittal Management
- Requests for Information
- Change/Claims Management

Jacobs has managed, from design through construction, over 34 projects to date over the 19-year period, including four indoor (competition and instructional) and five outdoor (water park) aquatic facilities, six community centers, twelve athletic complexes (baseball, football, and soccer), two tennis centers, Chattahoochee river shoreline stabilization, numerous trails and playgrounds, two skate parks, and nine passive recreation parks.

Due in large part to the success of these programs, Gwinnett County received the 2008 Award from the National Recreation and Parks Association as the Best Parks & Recreation System in the nation and the voters of Gwinnett County approved, in November 2008, a continuation of the SPLOST funding for five more years of parks and recreation capital improvements.



# Comprehensive Planning Services/SPLOST Program Management

## Rockdale County, Georgia

Rockdale County, Georgia, is one of the fast growing suburban counties of metropolitan Atlanta. Located off of I-20 east of Atlanta, it has experienced constant development pressures over the past 20 years. The County government, in its efforts to plan for the future and to gain better control over the quality of its development patterns, decided to update their land development regulations and have the code revisions grounded in a supportive comprehensive planning effort. The primary purpose of the new Comprehensive Plan update therefore is to support the revisions to land development codes.



The County wanted a planning effort based on extensive public involvement. The government also wanted to focus on addressing the problems found in several small areas of the County that were facing particularly strong development pressure. To address these concerns and provide the necessary input for a community-based plan, the County decided to launch this project with two small area studies—one of the Salem Road corridor and the other of the Stonecrest Mall area. The new plan also had to meet the requirements of Georgia’s minimum planning standards. Jacobs undertook an extensive public involvement effort as part of this project.

During the first half of 2003, the two small area studies for the Salem Road corridor and the Stonecrest Mall area were undertaken and completed. Both of these efforts involved several public meetings and two-day design workshops. Jacobs also collected all the needed data for the completion of the Comprehensive Plan and prepared draft elements for internal review before release to the public. Jacobs also worked closely with the County GIS staff in preparing the necessary mapping for the project.



Street maintenance and striping	✓	Traffic signals, street signs and street lights	✓	Sidewalks, gutters, and related street areas	✓	Traffic and transportation engineering		Stormwater		Emergency preparedness	✓	Planning and zoning services	✓	Economic development	✓	GIS		Parks maintenance		Recreation	✓	Public relations	✓	Marketing	✓	Sustainability	
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# Facility Operating Services Contract (FOSC)

## Stennis Space Center/Federal City, Mississippi

With a workforce of over 600 personnel, Jacobs provides facility operations and maintenance services to support NASA's and the SSC's missions in the areas of rocket propulsion testing, research and development in propulsion test technologies, and scientific/applied research in space technology development. These efforts provide support to more than 30 Federal and State agencies at SSC that share and utilize the Center's facilities and services. The scope of this 10-year cost plus incentive fee (CPIF), Award Term contract includes program management, life support services, engineering services, institutional services, facility maintenance and operations, and logistics and transportation services to NASA SSC and tenant organizations. In addition to typical administration, quality, safety, and training services, Jacobs provides support for emergency management, configuration management of facilities and central engineering files, food and custodial services, logistical services, general resources management, and special engineering support for high pressure fluid and cryogenic handling systems. Jacobs also provides engineering services/studies in the areas of civil, architectural, mechanical, electrical, structural, environmental, construction management, and fire protection disciplines.



Jacobs supports more than 2,500 tasks [Stennis Work Requests (SWR)] annually and accommodates significant fluctuations in workload based on dynamic program changes and reprioritization of assigned work. The 2,500 SWRs are used to generate approximately 25,000 specific work orders annually. To help manage and control the volume and complexity of this effort, we use an integrated Cost Schedule Control System (CSCS) approach. With this approach, SWRs are tracked in our Management Information Control System (MICS) while work orders and work control are managed using MAXIMO. Routinely scheduled reviews provide enhanced insight into the current status of each task, including detail on actual task cost accruals and earned value predictions, and provide NASA and SSC with additional management visibility of task performance. Our quality of work and responsiveness was rated by our customer as exceptional by our current incentive fee score of 94.6%. We have demonstrated exceptional responsiveness to the NASA SSC mission and are focused on consistently meeting schedule and providing timely responses to critical requirements. Since contract start, the Jacobs FOSC team has met all major contract deliverables on schedule and has experienced no delays to contract or SSC operations. We have never had an incident that significantly impacted program schedules or major milestones due to support from the FOSC contract, and we are consistently responsive to time-critical operations and requirements.

Street maintenance and striping	Traffic signals, street signs and street lights	Sidewalks, gutters, and related street areas	Traffic and transportation engineering	Stormwater	Emergency preparedness	Planning and zoning services	Economic development	GIS	Parks maintenance	Recreation	Public relations	Marketing	Sustainability
✓	✓	✓	✓	✓									✓

# Transportation Services Contract

## Aylesbury, Buckinghamshire, United Kingdom

As outsource staff, Jacobs provides a 'One Stop Shop' for all County highway and transport infrastructure services. With, 150 public agency staff seconded into the 200 person Jacobs-led Ringway Joint Venture we deliver Transport Planning, Regeneration, and Highway Network Management including project design and construction and highway asset maintenance works as an integrated organization.



Jacobs has enjoyed a long term partnership with the Buckinghamshire County Council (BCC), providing transportation, architecture and building services outsourcing resources since 1998. Buckinghamshire, in South East England, has a population of 460,000 people. A key part of the South East region, Buckinghamshire is the seventh richest sub-region in the European Union and is in the entrepreneurial heart of the Britain.

BCC administers the majority of public services in the County, and Jacobs provides a wide range of support services including major capital projects and maintenance programs, chiefly in the highways and education sector, but also covering libraries, community centers and other public facilities. Buckinghamshire's road network is 2,019 miles in length, facilitating over a million vehicle journeys, 25,000 bus journeys, and 16,000 school transport journeys per day. BCC sought to integrate client functions with design and contractor services for transportation to achieve the following objectives:

- Save money and drive efficiency and value for money initiatives
- Bring the best of the public and private sector together in a single organization
- Encourage innovation
- Build BCC and District Council partnership
- Deliver step change on quality
- Enhance Member involvement
- Secure private sector delivery accountability
- Maintain Council-led strategy / policy objectives
- Focus on outcomes and customers
- Integration methodology

The Jacob's team undertook a change management program with workshops to develop a "One Team" culture, aligned processes, and created a single identity to stimulate downstream efficiency savings. The Team mapped out efficiencies in 'project lifecycle' from planning to operational maintenance for infrastructure services including property, environment, and transportation taking account of the interfaces and efficiencies to public agencies including District, Town and Parish Councils, Emergency Services, and Primary Care Trusts. Interviews were held with staff from across BCC and other partners to develop ideas for streamlining the service.

Streamlined processes eliminate duplication, and new technology ensures data is entered once and tightly managed to reduce time and cost. The resulting structure includes more visible and cost effective risk management and self-auditing processes. Project and service delivery is managed with 'gateways' controlling budget, program scope, and quality of service.

Street maintenance and striping	Traffic signals, street signs and street lights	Sidewalks, gutters, and related street areas	Traffic and transportation engineering	Stormwater	Emergency preparedness	Planning and zoning services	Economic development	GIS	Parks maintenance	Recreation	Public relations	Marketing	Sustainability
✓	✓	✓	✓	✓	✓		✓			✓	✓	✓	

## **“BACK OFFICE” ATTRIBUTES, CAPABILITIES, AND RESOURCES**

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In our Norcross office, less than 10 miles away, we have over 300 staff members available to assist the City at a moment's notice. We have experts in all areas of transportation and traffic, land development and landscape architecture, parks and recreation planning, land use planning and zoning, survey, community involvement, historical preservation, environmental documentation, water and wastewater design, stormwater engineering, management and operations, geographic information systems (GIS), financial planning, information management systems, and much, much more.

**Should the City need a consultant, engineer, professional, or scientist in any area of engineering, we have that person in the Jacobs organization, and very likely here in Georgia, who can begin working with the City immediately.**

These individuals include former high-level government officials, including County Managers, Public Works Directors and Planning Directors for cities and counties, and former Georgia Department of Transportation (GDOT) and Atlanta Regional Commission (ARC) staff, who have knowledge and experience in all facets of government and government agencies. They understand the inner workings of government unlike anyone else and can serve as a trusted advisor to the City of Dunwoody as it moves to the **Ne\**t* Level** of growth and meets its goals and objectives in the coming years.

## **FINANCIAL STATEMENTS**

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Jacobs is a publicly traded company and can provide financial statements and/or our annual report for the City, as needed.



**Next Level  
Next Team**

# SECTION 3

# Response to Scope of Work

## Next Level

- Best Practices Workshops with similar cities across the world to bring best practices and lessons learned and put Dunwoody on the leading edge of city management
- BeyondZero safety program to avoid any situation that puts you in harm's way
- Continue culture of excellence of service to the citizens of Dunwoody
- Establish and monitor Key Performance Indicators (KPIs) to show effectiveness of services

## Next Team Member

### Chuck Button

- 35 years of experience in management and leadership
- Will lead Transition Team and serve as Primary Point of Contact for the City, including 24/7 availability for the City Manager and staff
- Former Gwinnett County Manager, at the time the fastest growing county in the country

## 1. SERVICE DELIVERY OBJECTIVES, WORK ACTIVITIES, AND DELIVERABLES

### General Scope of Work

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. **We are very familiar with this type of requirement having worked for cities in Georgia for over 50 years. In essentially all of those assignments, we have taken direction from the appropriate City official.**

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 (MSDS) forms on site at the City. **Simply put, safety is an integral part of our culture and fundamental to our core values. At Jacobs, we have world-class processes and tools, but safety is a lifestyle and something we think about 24/7.**

*Jacobs' approach to safety actually extends beyond OSHA, government regulations, policy manuals, checklists, work processes, and the work environment. The company's corporate Health, Safety, and Environment (HSE) department is comprised of multiple levels of more than 500 experienced HSE professionals who act with a shared vision of experiencing zero injuries and incidents. Jacobs calls this approach BeyondZero and its culture of caring.*

*We treat every incident or injury as intolerable. We measure our recordable incidents to industry standards, but we understand that those numbers are real people. BeyondZero® is the articulation of our*

*deep desire and commitment to make sure we do everything in our power to avoid any situation that could hurt our employees or put them at risk.*

*It is easy to talk about safety in abstract terms, but Jacobs is proactive about making the abstract come to life. The HSE department structure provides regional HSE staff support to operational counterparts and at each level of management. When working at client sites, Jacobs' projects are set up to be safe via the company's HSE Work Process Map (WPM), a key resource that organizes and structures a plan to execute safety as various phases of construction are performed. Extending from pre-mobilization to demobilization, deliverables are defined in each phase and experienced staff is assigned to execute the plan.*

*From commitment workshops and health and safety family days to safekeeping guides and HSE alerts, advisories, and safety share messages, Jacobs tries to make safety personal for all employees. Whether working on a project site or in an office location, we offer our employees a variety of safety training opportunities that are both relevant and meaningful to the work environment and the work being performed.*

*In the end, this safety strategy has created a reputation for Jacobs as a safe organization that delivers projects on time and on budget. Safety plays an important part in the company's ability to follow through on promises because safe work sites impact worker morale and performance.*

*appropriate document retention schedules and procedures are in place and understood by our employees so that we are continuously in compliance with these requirements. For Dunwoody, we will focus on "e-files" since the vast majority of the documents will be electronic. We have a proprietary information system known as PIMS that we would propose to provide to Dunwoody. This system will be specifically tailored to Dunwoody's policies. For additional information about PIMS and a general description of its capabilities, please see Section 2 of this proposal.*

- 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. **Our clients include cities, counties, authorities, states, and various federal agencies, each with their own unique requirements for document retention. For each client, we have ensured at the start of the project that the**

- d) Support the established culture throughout the City and community of Dunwoody. **Some of our employees live in Dunwoody and are actively involved in the community. As we discussed with these employee-residents the key attributes and qualities they held for the City of Dunwoody, we discovered the City's core culture closely matches our own. Several of the positive characteristics our employees shared include defining qualities such as "traditional," "responsive" and "safe." Similar to Dunwoody, we hold close to a tradition of excellence in service for our employees and clients. These traditional elements of our way of doing business affect how we work each and every day. Our responsiveness is underscored by the fact that much of our business is built on repeat clients who understand and value our commitment to service and attentiveness. And lastly, our steadfast devotion to safety resides at the core of our business philosophy. That's why we established our BeyondZero® culture of caring. We instill safe practices throughout our entire organization and by putting the health and safety of our employees first in everything we do, we strive to achieve a workplace free of incidents and injuries.**
- e) Promote information sharing and collaborative work between all City staff and Contractors. **We are accustomed to working with other contractors when providing services to our clients and understand the importance and relevance of**

**collaboration versus independence or autonomy. We are a relationship-based firm and understand the importance of everyone working from the same information. To that end, we will encourage the City to hold regularly scheduled, effective meetings with all Departments so that information is not only shared in a timely manner, but is available to people quickly to improve the decision making process. Our proprietary information system, PIMS, can be used to enhance information sharing since it can provide a wealth of information internally to all of the City's departments and on a real-time basis via an internet connection to the citizens of Dunwoody.**

- 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 Contract shall commence tracking relevant metrics in January 2012. **We establish and monitor performance measurements or Key Performance Indicators (KPIs) on our projects and will do so on this one. It is common for us to include client-established KPIs. We propose to use PIMS for this reporting so that the reports are not static, but are current, reflecting the latest data. PIMS can be structured to provide as little or as much information as the City requires or desires.**
- 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. **We are constantly looking for talented people to provide great services to our clients. We have an aggressive national (and international) recruitment program that includes visibility campaigns in national publications, on-campus recruiting at all the major universities, participation at state, national, and international professional conferences through**

**attendance and presentations of technical papers, and presence on the major internet job-search sites. Job openings are also posted on our intranet and internet sites. Our recruitment team is organized as an international/virtual team that is constantly seeking to match openings wherever they may be with available personnel, either existing employees or individuals seeking employment. Our local operations management located in Norcross will stay in constant touch with the Service Area Leaders located at Dunwoody to be sure that any staffing need is anticipated and filled in a timely fashion. Annually, we evaluate our benefits package to be sure we remain competitive in the benefits we provide our employees. We have a staff turnover rate that is below industry standard.**

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. **We will bring to Dunwoody our knowledge and experience providing similar services to our clients here in the United States as well as overseas (principally in the United Kingdom). We will do this by creating Best Practices Workshops comprised of Jacobs' staff located in other parts of the United States and the United Kingdom. This team will meet with Dunwoody staff and our local staff at least annually to share information and best practices. As a large, global firm we must be constantly aware of the legal issues facing not only us but our clients. Our legal staff numbers over 60 people and is available to advise Dunwoody on emerging regional and national legal issues facing cities like Dunwoody.**

- 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). **We have reviewed the list in Appendix D and our proposed staff is competent in the effective use of all the systems listed as well**

*as the many others that might be of benefit to Dunwoody. We recognize the increasing complexity of the technology we use to perform services for our clients. To address this, our Corporate IT Department has within it a separate global team known as Design Technology Services (DTS). These individuals focus on the non-enterprise wide technologies needed by our project teams and would be available to advise Dunwoody on current and emerging technology. We are a significant user of many of these technologies and the companies providing the technology frequently seek our input on the future capabilities we desire.*

- 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. **We have staff development programs that include in-house training presented by inside and outside subject matter experts. Our staff also attends conferences to continue their education and present the latest advancements in their field. All this training is captured in our Learning Management System (LMS) which is connected to each employee's Human Resources Information System.**
- 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. **Annually, each employee and their supervisor meet to plan the next year's training for the employee taking into account the work assignments planned for that employee. We will take the information developed for each employee and prepare the annual comprehensive training plan for presentation to Dunwoody.**
- l) Throughout the term of the contract, research and implement operational improvements to increase efficiencies, improve service and reduce operating expenses. **The Best Practices**

**Workshops (described in item "h" above) will assess the staff's performance and provide recommendations for improvements in these areas. They will also bring best practices developed elsewhere for possible implementation in Dunwoody. Please see individual scope items for more ideas on efficiencies and cost savings.**

- m) Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes. **These activities will be performed in conjunction with those listed in the preceding item.**
- n) Maintain and account for all information, equipment, and property which the City provides to the Contractor for use during the period of performance. **One of the first activities of the transition phase is to document those items provided by Dunwoody to Jacobs. We will update that list as changes occur and notify the City Manager promptly of any changes.**
- o) Manage all storage, maintenance, inspections, and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City. **This is a requirement on many of our project assignments including several in the metro Atlanta area such as Cobb County and Athens. Because we have numerous vehicles, we have a separate department whose function is to procure these vehicles for our project teams. They also handle all of the required insurance.**
- 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. **Jacobs has a well documented policy for use of vehicles which we will provide to Dunwoody for your review and comment.**

- 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. **We will seek approval from the City Manager prior to acquisition and adhere to all branding requirements on vehicles, should they be required.**
- 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. **We have reviewed the scope of work provided by Dunwoody for the Service Area and have based our proposal on these services as addressed in the specific Service Area scope of work provided later in this section.**
- s) Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized. **As a partner to the City Manager we strongly believe in consistent, coordinated, and strategic communications practices for both internal and external audiences. We support the City Manager in all communications activity and will only engage in communications with media and press representatives when given explicit permission to do so by the City manager or designee. We will also hold covenant with the City Manager's permission and/or approvals when it comes to any communications or dialogue with City leadership, including but not limited to the Mayor and the City Council.**
- 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. **We will conform to the business hours as established by the City. Should staff be required to attend meetings or similar activities after business hours, they will.**

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. **Chuck Button, a 30-year veteran in local government services and consulting, will serve as your 24/7 contact for our contract. In addition, the Directors named in the individual scope sections will also be available to answer questions or handle anything that arises at any time of the day or night.**

- v) Use the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail. **We will use the City's mailing address and email address for all City-related matters.**
- 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. **We will provide these reports. We can also use PIMS so that the requested information is available at any time with the click of a button and reflects the latest information. These customized reports can be set by the City to reflect information in the system that you want to see on a regular basis.**
- 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. **We will meet**

**We believe an assignment of this importance requires our most senior commitment, and streamlines the decision making process by empowering our team on-site to work with the City Manager to effectively reach agreement on all issues.**

***with the City Manager and other Departments to jointly develop our portion of the strategic management plan. This will be done in conjunction with the annual Best Practices Workshops to allow any best practices developed elsewhere to be presented to Dunwoody prior to finalization of the strategic management plan.***

- 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. ***Chuck and our Service Area Directors will have regular communication with the City Manager to be sure that the services we are providing are the ones needed by Dunwoody. We will also be proactive in bringing recommendations of other services that we believe would be beneficial to Dunwoody. Throughout our proposal, we have noted ways in which Dunwoody can grow to the **Next Level** as a city, and we will continually come up with new and innovative ways to apply research and best practices in these areas.***

Please see individual scope item responses in the following sub-sections.

## **2. DELIVERY OF HIGH QUALITY SERVICES**

Our local headquarters office in Norcross is located less than 10 miles from your City Hall. Our proposed organization was designed to allow for a high degree of controls, while allowing flexibility to accommodate varying levels of work. This is accomplished by maintaining a relatively small management organization, supported by diverse local capabilities and capacity required to complete nearly every task identified in your RFP in-house.

Chuck Button will serve as our proposed main point of contact for this contract. Chuck's career of public sector service, with experience as both a County Manager and as Manager of Operations with Jacobs, affirms Chuck's credentials to lead our team. Chuck's position as a

senior manager within the Jacob's organization allows him full empowerment and authorizes him to negotiate and sign all contractual agreements and task orders. This local empowerment allows much quicker turn around, giving Chuck unique insight into the program by living the issues working side by side with the City's staff on a regular basis.

The City Manager will have direct access and communication with each of our Service Area Directors. This enables better communications and a stronger partnership to achieve the City's objectives. Chuck will monitor the Director assignments to be sure none are overloaded and ensure our high standard of responsiveness.

### **You have organized each work package in a way that exactly mirrors Jacobs' systems for organizing work.**

Each Service Area will be a project within our organization and will have a Director assigned. To insure that each Director has a thorough understanding of the work required to be done within their work package, they were assigned the responsibility for the preparation of the Service Area Scopes of Work requested in the RFP. Each Director then selected their key personnel and worked with them to review and understand the requirements of the RFP. This approach has proven to be very beneficial to our clients. We have found that client service is improved if the Director does this work during the proposal stage since it creates "buy-in" by the team on Day One of the contract - there is no learning curve.

As described earlier, we will also establish Best Practices Workshops comprised of a team of local and global experts, both internal to Jacobs and from our public clients, if requested, who bring best practices and lessons learned from similar programs. In fact, two key members from our client in Buckinghamshire County, England, are eager to open dialogue with you and share more than 15 years of experience with this type of activity. This committee will be chaired by Chuck

who will work with the City Manager to schedule the appropriate number of meetings (initially estimated to be one per year) so that the City of Dunwoody receives the full benefit of best practices from around the world.

## Authority and Autonomy

By dedicating our senior management staff to this assignment, we can expedite the decision making process by keeping it within our proposed project team. Chuck will coordinate with our proposed Directors, each of whom has a great deal of authority and autonomy; we expect them to operate their Service Area with their project team as a local independent business with one customer for that project - the City of Dunwoody. The Director leads the project team, and while they have the final responsibility for the service area's success, it is also the responsibility of each team member to know their role and what is expected of them. Additional special expertise is readily accessible from our local base of 300 employees or in the larger 50,000-person organization.

Should the City Manager determine that additional, out-of-scope work is needed to be performed by a project team, he will meet with the Director for that service area to discuss what is needed. The Director will then assess with the team what tasks are being requested so that the hours needed to perform the tasks can be determined along with the type of individual that would perform the tasks. The Director will then price the additional work using the existing rates in the contract. For smaller assignments, the Director will meet with the City Manager and finalize the value of the change. For larger assignments, the Director will review the change with Chuck. Reviews and approvals will be made within 48 hours of the finalization of the scope change by the City Manager.

We have specifically organized our project teams to be able to focus solely on exceeding the needs of you and your citizens. We hold regularly scheduled administrative reviews to monitor project cost, schedule, and quality performance against the plan and identify and mitigate any risks that arise. Our corporate

Project Controls Group brings performance metric tools to enable the teams to quickly change course if performance trends are not meeting expectations. These reviews also enable back office team to "reach back" into our global organization for capabilities, best practices, and lessons learned from other similar programs.

Please see the individual scope of work sections following this section for specific methodologies and approaches to each service area.

## 3. COLLABORATION

In order to begin implementing any improvements, we believe it is important to create a foundation of collaboration. Collaboration is first and foremost about communication. We will work with the City to maintain regular and daily communication about the goals and objectives set during the creation of our key performance indicators (KPIs). Using our PIMS system, we can provide the City of Dunwoody with up-to-the-minute information on the activity in any department, with customized reports produced at the click of a button. This information provides the City of Dunwoody with quick, easy, and efficient information about anything going on in the various service areas.

Beyond communication, collaboration is about innovation. We will bring to Dunwoody our knowledge and experience providing similar services to our clients in the United States and overseas (principally in the United Kingdom) through our Best Practices Workshops comprised of Jacobs staff located in other parts of the country and the world. This team will meet with Dunwoody staff and our local staff at least annually to share information and best practices. As mentioned earlier, our client in Buckinghamshire, United Kingdom, are eager to meet with you and sharing their lessons learned and experience in receiving similar services. Additionally, we will constantly research innovations and new and best practices in the field of city management. We can learn from other similar cities across the country and use that knowledge to grow the

City of Dunwoody into a leader in well-run and effective municipal government.

Finally, collaboration is about value. Jacobs has a database of cost-saving expertise called JV+ that gives our Directors access to state-of-the-art cost and time saving practices that have been implemented in our locations around the world. Using the JV+ system for the period of FY2010 (ended 9/30/2010), we provided \$2.9 billion in savings to our clients around the world on over 800 projects. We will sort through this database to find the right cost-saving approaches we can implement at the City of Dunwoody.

Our Directors are expected to operate their Service Area with their project team as a local independent business. While the Director has the final responsibility for the project's success, it is also the responsibility of each team member to constantly innovate to provide cost-saving or efficiency improvements. We can help Dunwoody become a highly innovative city while also bringing efficiency improvements and cost-saving opportunities because of our established foundation of collaboration.

## **Our entire team is dedicated to helping you run the most innovative city in metro Atlanta!**

### **4. COMMUNICATION**

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We pride ourselves on being client-focused and very responsive to client requests. All emails, phone calls, and correspondence with the City Manager and City Staff will be addressed by close of business each day. We will maintain a flexible and transparent schedule with the City Manager and Staff so that ready access to key personnel is maintained at all times. Our partnership with the City promotes a team commitment and streamlines the decision-making process by empowering us to work with the City Manager to effectively reach agreement on all

issues. This local empowerment allows much quicker turnaround.

Our communication and collaboration strategy will be centered on the same system we use in our local office. As discussed previously, we have an information system known as PIMS to create customized reports for the City, focused on the needs of each department and perhaps even each manager. These reports can be printed at a moment's notice, with real-time information. This system is one of the keys to effective communication and collaboration. How information is managed and dispersed will be a key factor in effective communication and collaboration and critical to the success of the City's programs. We can provide a seamless, collaborative environment for all stakeholders through the use of PIMS. PIMS sits on top of existing software to provide a full featured reporting system, including an executive dashboard, and prevents redundancy and insures that all team members have access to the most accurate information.

To effectively provide the quality of services required by the City of Dunwoody, communication must be clear and direct. While PIMS can allow ready access to information in real-time, it does not replace the need for effective, face-to-face meetings. Joint meetings with the City Manager and the Directors will need to occur regularly, perhaps even daily, to ensure all service areas are coordinating their activities and understand the city's priorities. In addition, each Director will meet with their teams on a weekly basis to ensure each individual is fully informed. We will also meet monthly with every contractor involved with providing services in each service area. Weekly reports from these contractors will be reviewed for progress toward jointly-agreed-upon goals.

### **5. TRANSITION**

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We understand that one of your greatest fears would be any drop in customer service if you decide to change contractors for this work, especially during the transition period.

**We commit that the residents of and visitors to Dunwoody will not be able to notice any difference before, during, and after our proven transition plan is implemented.**

Through the power of partnership, implementing cost-effective solutions, and delivering innovation and responsiveness, we deliver proven results in transitions into complex, service-critical contracts where no disruption in service is of the highest importance. Our extensive experience in this area has taught us the transition of work from an incumbent contractor requires careful planning and continuous attention to a variety of critical factors to ensure your phase-in objectives are met. Maintaining a safe work environment, ensuring continuity of operations, retaining critical skills, minimizing disruptions to the City of Dunwoody’s residents, and effectively dealing with the incumbent and other contractors are key success factors. The success of the phase-in establishes the basis for a productive partnership between the City of Dunwoody and the Jacobs team, so we are providing seasoned leadership and a phase-in plan developed over many years of experience and lessons learned.

We bring demonstrated success applying our procedure and methodologies to contracts similar in nature to Dunwoody, in each case applying lessons learned to

continuously improve our process. This successful phase-in experience is summarized in the table below, which shows the actual contract activity, the duration of the phase-in, the number of people transitioned, and the percentage of incumbent personnel who accepted offers if they were made an offer.

**Phase-In Plan**

Our Phase-in Plan aims to minimize any risks of contract changeover and ensure continuity of work on Day One of the contract by maximizing our understanding of the ongoing work, identifying critical milestones, and establishing proper controls to track and report status. We have prepared this contract Phase-In Plan by: (1) analyzing the data available in your RFP, and (2) applying our experience from previous, similar contracts. We augment this plan with a Phase-In Control Plan that functions as our comprehensive tracking and control plan during contract phase-in.

**Phase-In Control Plan**

For your phase-in, we are focused on achieving five overarching objectives, each with associated risks that we will mitigate. These can be seen on the following page.

The heart of our phase-in procedure is a detailed checklist of actions that must be accomplished to successfully complete contract phase-in. This checklist

<b>Contract</b>	<b>Phase-In Period</b>	<b>Personnel Transitioned</b>	<b>Acceptance Rate</b>
Cobb County, Georgia Construction Management	30 days	30 incumbent	97%
Test and Evaluation Contract for NASA White Sands Test Facility	60 days	332 incumbent	99%
Engineering & Science Contract for NASA Johnson Space Center	45 days	1,441 incumbent	90%
Test Operations Contract for NASA Stennis Space Center and Marshall Space Flight Center	45 days	305 incumbent	94%
Research, Operations, Maintenance, and Engineering at NASA's Langley Research Center	60 days	399 incumbent	96.50%
O&M, Information Management, and Test Support at Arnold Engineering Development Center	60 days	2,000+ incumbent	99%
Facility O&M Support for NASA Kennedy Space Center	30 days	94 incumbent	100%

	<b>Objective 1</b>	<b>Objective 2</b>	<b>Objective 3</b>	<b>Objective 4</b>	<b>Objective 5</b>
<b>Objective</b>	Ensure performance is not adversely impacted and minimize incumbent workforce uncertainty during the period from contract award to contract start. We will consciously increase workforce awareness so there are no compromises in performance during phase-in.	Identify all critical personnel hires and ensure a high percentage of our employment offers are accepted.	Objective 3: Ensure that all city operational processes, functional roles and responsibilities, and critical points of contact are fully coordinated and integrated and that any issues that could impact successful continuation of city services on Day One of the contract are fully resolved.	Objective 4: Ensure continuity of work by making certain our phase-in operations are fully operational on Day One of the phase-in.	Objective 5: Ensure all contractual infrastructure is in place and operational on Day One of the contract.
<b>Risk</b>	<i>Unable to Retain Critical Skills</i>	<i>Inability to hire the workforce.</i>	<i>Negative impact to current work activities.</i>	<i>Not fully operational at contract start.</i>	<i>All contract infrastructure not in place.</i>
<b>Mitigation</b>	Early identification and focus on these incumbent positions will be the primary objective of our human resources phase-in team lead. We have been successful in previous phase-ins securing these critical personnel by focusing quickly on them and making offers early in the process. In the rare occasion when these positions cannot be filled by incumbent and/or recruited personnel, we have been able to call on our vast resources to temporarily and sometimes permanently fill these positions.	Our approach of first securing the critical positions and then the rest of the workforce has proven to be extremely effective. While we do not anticipate any problems hiring the workforce, this is still an area of focus as the time period involved to accomplish this is compressed. As with the critical skill positions, we have an effective recruitment process backed by vast corporate resources.	Our communication plan as discussed in Figure 4 has proven to be effective in calming the incumbent workforce concerns. We will be establishing work hours in our phase-in facility to accommodate all employees and make available phase-in personnel after work hours if required.	Our milestones identify all actions required to be fully operational at Day One of the contract. Early analysis of data in the WBS and site walk downs along with employee interviews to validate our understanding of workload is essential. Effective communication with the incumbent contractor, employees, and City officials are also key aspects to help identify all operational requirements as well as any potential risks.	Our Contracts Management Group, being on-site, will facilitate rapid negotiation and completion of all agreements.

will be the tracking and control document for the phase-in. Key requirements of the plan include:

- Understanding incumbent interfaces, current and assigned resources, and the personnel currently used in performing the work
- Documentation of information technology (IT) tools and resources used to accomplish work
- Documentation of staff and skills required for each work element as well as a list of candidates for the positions and the status of each candidate

A staffing chart that provides a list of the staff needed to fulfill each requirement, notes about critical skills and schedule requirements, and a statement of preparedness in terms of required training or certifications will be created. In addition, the plan will cover all identified requirements (milestone and non-milestone). We will brief the Phase-In Control Plan to the City Manager at the beginning of the phase-in. Thereafter, progress on the plan will be reviewed by key members of the Phase-In Team and briefed to the City Manager on a daily basis.

## Phase-In Team

Our Phase-In Leader is Mr. Chuck Button, a 30-year veteran of local government services and consulting. He will be assisted by retired United States Air Force (USAF) Colonel Richard (Rick) Moriyama. With more than 30 years devoted to supporting government installations in the areas of engineering, support services, and maintenance, Col. Moriyama is the ideal candidate to assist Chuck. He has proven to be an expert problem solver and mitigator. His most recent assignment was as Deputy General Manager for our Stennis Federal City Facility Operating Services Contract (FOSC) where Rick ensured on-boarding nearly 600 staff members, including more than 300 incumbents, in 45 days and becoming fully-operational on day one of our contract. Throughout his USAF career, Rick held a number of command positions over support organizations ranging from 200 to 1,400 personnel. We assume that the City Manager will serve as the City's Phase-In Lead to interface directly with Chuck and Rick.

Other phase-in team members and their role are shown below:

- Chris Walker, Esq., Legal and Contracts Management. Chris is lead attorney for Jacobs' Southeast operations responsible for all contracts and subcontract agreements.
- Andy Collins, Human Resources Director for Jacobs' Southeast region. Andy will assist in the human resources associated with the transition.
- Mark Vosburg, Information Management Systems. Mark is the developer of the Jacobs PIMS system that can provide an overlaying "dashboard" for information for this contract.
- Sherri Clark, Safety. Sherri is the Health, Safety, and Environment lead for the Georgia offices of Jacobs, and will provide oversight of the safety program.

This team is fully committed to ensuring a smooth transition during the phase-in period.

## Phase-In Schedule and Performance Metrics

Our master phase-in schedule is provided on the next page. All phase-in activities will be tracked against this schedule. Progress is monitored on a near-real-time basis and briefed to the City Manager at least daily.

In addition, as part of our phase-in planning, we have developed an approach to minimize incumbent workforce disruption that is based on lessons learned from our recent enterprise contract transitions. These concerns and conditions that sometimes cause incumbent workforce consternation include:

- Has the winning contractor bid a smaller staff, placing my job at risk?
- Will the winning contractor cut my base pay or benefits?
- Will I be placed in a different job that I may not like?
- Will I get along with the winning contractor's management team?

We have faced these four concerns in all 19 of Jacobs' contract phase-ins over the past eight years and in each case, our Workforce Communications Plan significantly diminished them. In our Town Hall meetings and on our phase-in website, we will be open and honest in explaining our proposal. We have developed our benefits plan to be highly competitive. We will not arbitrarily cut salaries; however, we reserve the right to compensate people based on the job they are hired to do rather than on previous salaries, that may be inconsistent with job responsibilities. In all cases, we will work to ensure that the total compensation offered to the incumbent workforce is fair and consistent and competitive with the local markets. We will also explain our intent to hire and place critical incumbent employees where their skills and capabilities are best suited. The Frequently Asked Question (FAQ) section of our phase-in website will elaborate on these, as well as numerous other areas of workforce concern.

Our phase-in website will be finalized and online within 24 hours of contract award. With the incumbent contractor's cooperation and permission, we will mail or

**Transition Schedule**

Phase-in Activity - Milestone	Contract Awarded (July 2011)	Phase-in Start 12/1/2011	Week 1	Week 2	Week 3	Week 4	Contract Start 1/1/2012
Pre-Contract Announcement Activities	←	→					
Milestone 1 - Jacobs/Dunwoody Leadership Interface							
S.A. Mgr, Phase-in Mgr, meet with City to discuss Phase-in Plan		▲					
Site Visit		▬					
Update Phase-in Plan		▬					
Activate Phase-in website		▲					
Milestone 2 - Jacobs/Incumbent Interface							
Meet with incumbent to discuss phase-in/phase-out plan		▲					
Update Phase-in Plan		▬					
Milestone 3 - Mobilize Phase-in Team							
Establish Phase-in Team Location	▬						
Conduct Phase-in Team Orientation	▬						
Complete & Execute Communication Plan	▬						
Phase-in Team Arrives on site		▲					
Conduct Walk-Thru of Facilities/Activities		▬					
Milestone 4 - Hire the Workforce							
Update Staffing Plan, as required		▬					
Meet with City/Incumbent to understand critical hire needs		▬					
Publish Employment Hotline		▲					
Execute Town Hall meetings		▲	▲	▲			
Interview incumbents and other personnel		▬	▬	▬			
Extend offers			▬				
Obtain signed offer acceptance letters				▬	▬		
Fill from Jacobs Resources as Necessary				▬	▬		
Execute new employee training and on-boarding				▬	▬		
Notify incumbents not selected for retention					▬		
Rebadge Jacobs/City workforce						▲	
Milestone 5 - Assume Work Responsibility							
Interface with City leadership and working-level managers			▬	▬			
Refine Phase-in Control Plan			▬	▬			
Ensure on-time delivery of all requirements and deliverables				▬	▬		
Assume accountability including assets/inventory						▬	
Milestone 6 - Hold Readiness Reviews							
Conduct Weekly Milestone Readiness Reviews			▲	▲	▲	▲	
Update Phase-in Control Plan			▬	▬	▬	▬	
Coordinate any necessary corrective actions			▬	▬	▬	▬	

send e-mail notification to all incumbent employees to inform them of times, dates, and locations of town hall meetings where they can learn about our phase-in plan and ask questions related to contract changeover. We will not conduct interviews at the town hall meetings but will discuss interview schedules. We know from experience that sharing information is absolutely necessary to maximize morale and personnel retention after contract award.

**Initial Staffing**

Our approach to hiring incumbent personnel focuses on meeting the principal needs of these experienced and highly qualified employees. These needs include stability and minimal disruption during phase-in; a compensation and benefit package that is perceived to be comparable to the current package; recognition of qualifications; open and fair equal employment opportunity (EEO) policies; and honest, accurate, and direct communications that define anticipated

of qualifications; open and fair equal employment opportunity (EEO) policies; and honest, accurate, and direct communications that define anticipated changes, the reason for those changes, and a realistic implementation plan.

We recognize that the incumbent's experience, job knowledge, and training are vital to our performance. Our goal is to fill staffing requirements with incumbent personnel where desired by the City; we will not change what is working. Based on our experience during recent contract assumptions, our confidence in the fairness of our compensation plan, our reputation as a quality employer, and the strong indications that existing contractor personnel want to remain in their jobs, we are highly confident in our ability to meet this staffing goal. The few remaining positions will be filled from the Jacobs team recruiting actions or reach-back to our corporate resources.

Initial orientation for all new Jacobs team employees, either incumbent or new hire, will begin as part of in-processing. This briefing will address City policies and procedures, especially those regarding safety, security, and quality standards; corporate policies and procedures, such as time reporting; and our expectations and approaches regarding continuous improvement. Human resources representatives will brief employee benefit plans and assist employees in completing necessary paperwork. Since we desire to use the majority of the incumbent workforce that the City endorses, we will recognize their seniority within the current contractor's staffing plan. We offer competitive salaries and wages and fringe benefits and are confident that they will match with current ones. The human resources representative will work with each individual to ensure comparable offers are provided when they would remain in the identical role that they currently fill.

## Communication and Coordination

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As noted above, communication with the City Manager will include a daily briefing by our Phase-In Manager. We will also perform Weekly Milestone Readiness

Review meetings to ensure all tasks are on track and to take corrective actions if not. Also, as noted earlier, direct communication and coordination with the existing contractor's Phase-Out Manager will occur on day one and daily thereafter. We will use the website as our primary information source for everyone involved, but key phase-in team members will be constantly in touch with our Phase-In Manager to handle critical issues that may arise that are not in the plan. All cell phones will have speed dials set up for each team member to also include City Manager and Phase-Out Manager as well as other key individuals identified by the team.

## Inventory

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The inventory task will be conducted by a specialist as part of the phase-in team. We will start with a database of equipment currently being used by the existing contractor and then work to show change in custody as staff, tasks, and equipment are transitioned. Coordination will be crucial between the current contractor and Jacobs to ensure accuracy and completeness of this process. This topic will be a standing agenda item for meetings between our Phase-In Manager and their Phase-Out Manager. With the "chain-of-custody" approach proposed here, the City can be assured that all inventory will be accounted for, transitioned effectively and not lost in the process.

## Phase-Out Plan

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Key to the continual success of an operation during contract transition is the cooperation between incoming and out-going contractors. As an incoming contractor, we would expect cooperation from the incumbent to have access to personnel to ensure the most critical objective, hiring the workforce, is accomplished. Consequently, our underlying principle during phase-out is to provide that cooperation essential for the successful transition to the new contractor. Maintaining our reputation is an important aspect of our phase-out strategy. Major objectives during phase-out transition are as follows.

- **Objective 2:** Establish and maintain effective communication to ensure rapid and effective response to changes.
- **Objective 3:** Disposition and transfer of assets/inventory.
- **Objective 4:** Transfer of records necessary for continuity, including training records and records of fees/fines due to the city.
- **Objective 5:** Identify all vendor agreements that must be established or continued by the new contractor.
- **Objective 6:** Report progress on transfer of phase out actions.

Most of the objectives will be accomplished during the phase-in of the new contractor with the cooperation of our incumbent Service Area Directors with assistance from our corporate offices as necessary. However, some of the activity required during phase-out will require our presence after start of the new contract. We propose a minimum of 30 days for our phase-out team to be available following start of the new contract. Phase-out personnel will consist of corporate resources and incumbent workforce remaining with the company. It has been our experience that the disposition of assets/inventory and transfer of records requires the continued presence and support of the outgoing contractor. At the conclusion of the phase-out period, we will report completion of all objectives to the City Manager.

## 6. FACILITIES, EQUIPMENT, AND SUPPLIES

Based on our review of the RFP, it appears that Dunwoody is providing all the facilities, equipment, and supplies that we could foresee needing. The one exception to this is PIMS. If selected, we anticipate meeting with the City to review what information systems the City is currently using. We would then demonstrate PIMS to the City to see if the City would be interested in implementing PIMS.

## 7. ENVIRONMENTAL SUSTAINABILITY

Jacobs noted that the City of Dunwoody achieved bronze-level Green Community status in 2010 from ARC. In order to earn this status, the City made substantive commitments to bettering its community and environment through ordinance enhancements and sustainability policies. The City has also done a great deal in terms of educating the residents and employees about these policies to demonstrate its commitment to making Dunwoody a better place to live and to help assure that all City departments follow sustainability policies and procedures that, if followed, improve the value of services provided. In addition, any purchases made and projects undertaken are chosen for lowest life-cycle cost.

Jacobs is committed to supporting the City's environmental sustainability goals and will include a multi-level approach that

- Assures that we understand the City's sustainability policies and ordinances
- Reinforces compliance with the City's goal of being a Green Community by enforcing polices and ordinances
- Engages with the City's Sustainability Committee
- Helps identify new and innovative best practices from peer cities in the region for consideration by the City

For example, as the City decides how it chooses to develop the recently acquired 16-acre Georgetown Park, an example of leadership will be to assure that the new park results in a no net loss of trees, includes pervious pavements, applies LEED standards for possible structures, and incorporates waste and water use reduction as appropriate. Jacobs has helped other communities develop city center parks or other areas incorporating all of these criteria. Once the park is complete, a means of communicating to users the sustainable features should be included. This way the public understands that the City "walks the talk" and is committed to the practices, principles, and ordinances that it created.

In addition, Jacobs's key staff for Public Works, Planning and Zoning, Parks and Recreation, and Public Relations and Marketing (as applicable) should regularly attend

monthly Sustainability Commission meetings. Their attendance would demonstrate commitment by these departments, help familiarize them with current thinking and activities, and provide the opportunity for city service areas to participate in the development of new practices and possibly new ordinances. For example, as the City evaluates a different approach to solid waste collection and disposal, including curbside recycling and green-waste collection, Jacobs' staff who have experience in evaluating solid waste management programs could be called upon to brief the Sustainability Commission and Department of Public Works staff. The City's goal to improve service at a better value, lower environmental footprint, and reduce dependence on County-provided services is worthy and should be carefully considered.

Finally, Jacobs would seek additional ways for the City to be recognized for its sustainability efforts and achievements. This could be in the form of a project award for a new park or other project, or in terms of applying for and receiving a grant to implement a new program. Jacobs has helped other cities and counties receive well-deserved recognition from professional organizations on their public works projects. These awards provide improved visibility to the City, and if information is provided to the residents, a positive reinforcement and sense of pride that comes with the award.

Jacobs currently has eight LEED Accredited Professionals or Associates in our Norcross office, and we are in the process of helping more of our engineers and landscape architects get certified. LEED demonstrates that our staff is familiar with current trends in sustainable development and how to tailor them to fit a public or private client's unique project. In metro Atlanta, we have provided design for the following LEED-certified buildings and projects:

- DeKalb Juvenile Justice Center
- Winship Cancer Institute, Emory University
- North Oxford Road Building and Parking Deck, Emory University
- Riverview Athletic Complex, Pace Academy



*Yerkes Neuroscience Research Facility, Emory University*



*Toco Hills Public Library*

- Recreation Activity Center Expansion, Georgia Southern University, winner of the 2008 Outstanding Sports Facility by the National Intramural Recreational Sports Association
- Renovation and Addition for the Georgia Museum of Art, University of Georgia
- Gwinnett Center Parking Deck

# Public Relations and Marketing

## SECTION 3

# Response to Scope of Work Public Relations and Marketing

## Next Level

- City identity reflects the citizens
- Long term economic growth can be forecasted and used to attract new residents and businesses
- Parks and infrastructure investments set the City apart in the region and in the nation.

## Next Team Member

### Bob Mullen

- 23 years of experience
- Dunwoody resident and passionate community participant
- Skilled in strategic messaging, media relations, event management/planning, advertising, electronic media, marketing collateral, social media, and public engagement

## 1. SERVICE DELIVERY OBJECTIVES, WORK ACTIVITIES, AND DELIVERABLES

A similar story continues to unfold across the nation and within Georgia: *Newly Established City Faces Big Challenges*. Whether these challenges are with leadership, development, population, finances, or management, the common link across all is the critical role public relations and marketing play in addressing them.

The City of Dunwoody has done an exceptional job in building credibility through its proactive communications efforts. Everything a city does communicates to the public, so public relations (PR) and marketing will continue to play an important role as the City seeks to further strengthen relationships with the citizens of Dunwoody and reinforce its role of a trustworthy and responsive municipal organization dedicated to serving citizens and visitors. Communications are especially important as the City begins to grow, expand, and flourish. With a goal of creating a model municipality and an inclusive culture of innovation, strategic communications can help the City promote participation, involvement, and understanding while also creating a vehicle for timely and consistent information dispersal.

Our experienced communications and PR team lead by Mr. Bob Mullen would be involved in every major initiative that the City undertakes for consistency and clarity of messaging and to act as a reviewer for community reaction. The Jacobs in-house team of communications professionals is experienced in furthering the message of Dunwoody as an exemplary municipality, and we fully embrace the culture Dunwoody has established in its debut as a city. Our team of skilled PR and marketing practitioners regularly partner with cities, public utilities, and other similar entities to provide the kind of nuanced communication expected by taxpayers and ratepayers and valued by elected and public officials.

**We have the capabilities, the experience, the staff, and the resources to start work for you tomorrow.**

We will work with the City and its appointed leaders to develop messages, materials and secure strategic media vehicles to promote events, announcements, publications, and communications. We completely understand and are experienced in managing all general requirements outlined in the City's RFP summary.

## 2.8.1 General Requirements

2.8.1.1 Provide services under the direction of the City Manager or designee. **We will serve as a partner and provider to the City and the City Manager in meeting the public relations, communications, and marketing needs established for each of the city's programs.**

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. **Jacobs offers Bob Mullen to the City of Dunwoody as our experienced Public Relations and Marketing Manager to work under the City Manager's or designee's direction to properly manage staff and perform all of the City's PR and Marketing services, duties and responsibilities described below. Bob is committed to serving Dunwoody in the Public Relations and Marketing Manager for the duration of the contract.**

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. We agree and will comply. **A Dunwoody resident for the past 12 years, Bob Mullen will be available to the City in person or by telephone 24/7**

**and will supervise all PR and Marketing team members. And as a city resident, he is invested in ensuring the success of the PR and Marketing program and helping promote exceptional quality of life opportunities for residents and newcomers.**

2.8.1.4 Provide supervision of Contractors providing Public Relations and Marketing Services to ensure that Contractor performs contractual requirements effectively and efficiently.

**With more than 15 years of management experience in some of Atlanta's most dynamic public relations and advertising agencies, Bob will provide oversight and direction for all vendors and services contractors to ensure they perform and deliver exceptional quality, consistency, and efficiency.**

2.8.1.5 Verify and update all information provided or obtained from other sources. **Fact-checking and consistency are essential aspects of any public relations program. Part of our approach to communications includes verification and comprehensive updating of all communications materials and messages that reach the public, regardless of whether the data came from an external or internal source.**

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). **We are experienced in delivering high-quality creative design services and have managed supported and produced creative materials for clients and internal businesses alike. We build a foundation of our design efforts around getting at the heart of the message and understanding the audience each deliverable is created for. We create materials that have an impact, change behaviors, promote understanding,**

*and tell stories. Whether it is numbers, charts, photographs, experiences, stories, summaries, or overviews, we can deliver creative design and content that forward your message.*

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. ***We will work with the City Manager and staff to establish a primary set of measurable key performance indicators by which all PR and Marketing activities will be held accountable. Timely performance and status reporting against these indicators can be available to the City Manager and designated City staff via our proprietary and customizable PIMS program. This system is key to effective and efficient communication and collaboration. The PIMS software provides a full-featured reporting and tracking system, including an executive dashboard, and serves as an intelligent integration piece that pulls information together, prevents redundancy and ensures all team members have access to the most accurate information. With this type of secure, real-time access, all designated City staff can view and understand where we are with all PR and marketing activities.***

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. ***While we cannot know ALL of the needs and demands for PR and marketing support, as a partner we will work together to identify, plan for, and respond to additional public relations and marketing requests and requirements not specifically set forth above.***

## 2.8.2 Public Relations

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. ***Promotion is at the heart of most any public relations program, and we will work with the City Manager and staff to craft strategic and influential promotional activities for policy, programs, and achievements. We intend to establish relationships with residents and stakeholders through responsive, straightforward, and proactive communications efforts that will engage and inform.***

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. ***Our creative communications experience includes the creation and management of online content. We will serve as the City's partner in utilizing the City's website as a tool to communicate and connect with residents and stakeholders. The City's electronic portal is an opportunity to touch important audiences with timely and accurate information for updating contact information, statistics, history, departmental and facility descriptions, City and community calendars, meeting agendas, agenda packages minutes, City codes, notices, pictures, and multimedia. We can also help plan and recommend website enhancements and features that will not only help make the content more engaging but will also aid in driving traffic and "eyes" to the site. By integrating all electronic communications (website, e-mail blasts, newsletters, social media, etc.) we create a***

**24/7/365 tool that serves as the central hub for connecting with our target audience.**

2.8.2.3 Provide information, with timely updates, and maintain continuous dialog and communication with City residents and citizen groups. **We know and understand how people search, receive, and digest their information because we are experienced practitioners of public relations. We will establish and continue consistent dialogue and interaction with each audience group important to the City. Our goal is to establish multiple dynamic communications vehicles to maintain this consistent communications and also track and measure the effectiveness of our communications and interactions and report back to the City on best practices.**

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. **We will work with our media partners to effectively secure placement and paid promotional insertion of messages, advertisements, and promotional materials through the**

**purchase of print and broadcast advertising. In coordination with these purchases we will provide studies, reports, and analyses to ensure advertising and earned media coverage is tracked, gauged, and measured. In addition to measuring the effectiveness and reach of our messages, we also plan to leverage the various media outlets to bring value-added benefits and additions to our media purchase through effective negotiating and program development tactics.**

2.8.2.5 Coordinate with publishers to produce useful, informative, timely, and attractive publications. **Whether it is a printed brochure, a well-crafted magazine, or an overview of events and festivals, our goal as public relations partner for the City of Dunwoody is to create materials that speak to the audience and communicate the true essence of the City's character and culture. We will work with designers, vendors, and publishers to uphold the City's standards for printed materials. And each product we produce will be enjoyable, informative, and appealing in content and design.**

## Fulton County

### Public Relations and Outreach

Jacobs worked closely with Fulton County staff and the design-build team to develop an approach for public relations and outreach efforts to appease citizen and neighborhood concerns over an upgrade to an existing wastewater treatment facility in Johns Creek. Our efforts of the Jacobs teams helped to:

- Handle all community concerns and position the County as a “good neighbor”
- Create a web-based communications engine to drive issue education and awareness
- Worked closely with Home Owner Association leadership and moved citizens from opposition to acceptance and ultimately to appreciation for the informed outreach



2.8.2.6 Develop a graphical and thematic design for the City's annual report. ***We understand that each year is not the same and a new and creative approach to telling the city's annual story will be an important part of what propels the city forward in the approaching year. We are experienced in the development of annual reports that capture attention and promote understanding. A key component of our efforts will consist of creating an appealing report through the integration of an impactful theme and the utilization of design and images to tell the core of the City's annual story.***

2.8.2.7 Coordinate with graphic designers, photographers, editors, printers and others in the production of the annual report, as needed. ***For the creation of the City's annual report, we see ourselves as a partner in the development of a piece that defines who the city is, has been, and will be. And because this creation and storytelling is done on an annual basis to a similar audience set, we see great opportunity in creating a new and engaging report each year. We will serve as the primary information and visual gathering point and work closely with our various content and resource providers (designers, photographers, editors, printers, and others) to generate interesting, attractive, and consistent reporting that promotes message delivery, appreciation, and awareness.***

2.8.2.8 Document important City events for future use in City developed publications. ***As part of our PR and marketing team's core program of support, we will capture photos, images, articles, media coverage, advertisements, and messages related to important City events. These documented materials will be catalogued and potentially repurposed to help share and report on the event for***

***numerous future resources and publications. Part of our cost-effective practices include using historical images and wholly-owned materials for multiple communications pieces.***

2.8.2.9 Maintain and promote the City's brand. ***A brand is much more than a logo or a trademark. A brand captures and communicates the culture and spirit of the City and its residents. The brand must be safeguarded. For this reason, we will act as stewards on the brand's behalf, ensuring it is properly upheld and represented. As PR experts, we understand communications but we are also adept at brand and visibility management when it comes to outreach initiatives. Your brand touches numerous audiences and stakeholders, and we will provide skillful guidance to maintain and promote the Dunwoody brand.***

2.8.2.10 Post public notices as directed within. ***Experienced in municipal communications practices, we understand the need and obligation to post and distribute public notices and communications. We will help identify the most efficient and cost-effective solutions for posting public notices and announcements and work closely with City staff to posting policies and requirements.***

2.8.2.11 Utilize Facebook, Twitter, Flickr, and other social media outlets to post information on the City's activities. ***As communicators we are skilled and experienced in various communications technology platforms including website content management as well as first-hand knowledge of social media outlets and interaction (Facebook, Twitter, Flickr, etc.). We will also utilize these powerful social media communications tools to market and promote the City's events, meetings, and celebrations. These events will also be supported and publicized in more traditional methods (through the***

*media in advertisements, event listings, articles, etc.) as well as via signage and posters to inform citizens and keep them up to date on community and citywide happenings.*

2.8.2.12 Serve as liaison between the City and the citizens off Dunwoody. **The City will have direct access to our full range of PR and communications expertise including professional facilitators skilled in managing citizen advisory committees and directing information-gathering charrettes, maintaining continuous dialogue with City residents and citizen groups, posting public notices, Spanish-language translators, demographic researchers, and creative media specialists.**

2.8.2.13 Respond to public and press inquiries as directed by the City Manager. **Relationships established with media contacts and proper handling of press and media inquiries reflect back on the perception of the City and its leaders held by media influencers. We will assist in responding to all public and press inquiries as directed by the City Manager and develop appropriate messages and materials to promote efficient, timely, and appropriate responses.**

2.8.2.14 Produce and distribute the quarterly City newsletter (online version) as directed by the City Manager. **Working under the direction of the City manager, we will create, produce, finalize, and distribute the quarterly City newsletter. We will craft interesting content and pull information from City resources to help provide a compelling and comprehensive update on the key activities, accomplishments, updates, news, and information from the City.**

2.8.2.15 Document all public relations procedures and processes as well as perform tests and walk-through's to ensure sound public relations

procedures and processes. **We will be transparent in all planning and will serve as "historian" for all PR procedures and processes to ensure we are performing the job capably, ethically, proactively, and professionally. We can also leverage our PIMS data and information resources to capture and report on best practices and activities in order to implement improvements and knowledge when performing annual or recurring tasks.**

2.8.2.16 Support marketing with promoting and informing the public regarding citywide events. **Citywide events are opportunities to connect with and engage residents, stakeholders, and visitors. We will cultivate relationships at these events by working in conjunction with our marketing resources and promoting these events to drive attendance, interaction, participation, and awareness. It is essential that PR and Marketing team members work as a team to promote the citywide events and also publicize event information prior to and following a scheduled event.**

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. **Acting as an experienced and skillful PR team, we will stay out in front of developments and trends to appropriately prepare the City and its leaders for potential positive (or negative) impacts. We will employ best-in-class PR practices to handle the communications activities and messages as well as provide insight into how select trends may be used or avoided to enhance the City's reputation, leadership, or awareness.**

2.8.2.18 Identify and perform other public relations responsibilities where the firm reasonably

# Georgia Regional Transportation Authority (GRTA)

## Keeping Residents Informed on “Northwest Connectivity”

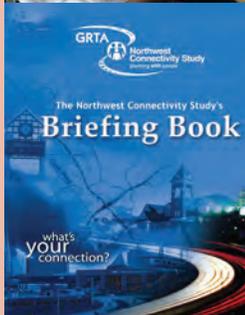


Jacobs assisted the Georgia Regional Transportation Authority (GRTA) with a study to examine what might be done to improve transportation connections among activity centers across a 26-mile corridor in Northwest Atlanta. By working with different agencies and local governments (six jurisdictions and a total population of 400,000 people) Jacobs helped GRTA educate target audiences about extremely technical information and kept audiences interested throughout the project.

Jacobs helped assemble a team of representatives from such agencies as the Federal Transit Administration, Federal Highway Administration, EPA, Georgia DOT, EPD, the Atlanta Regional Commission and representatives from affected municipalities. The members helped disseminate information to partner agencies and provided technical facts and recommendations to the project team. These meetings also offered an opportunity for all of these agencies to work together and generate support for the project.



In addition, Jacobs implemented a comprehensive approach to education and engagement targeting specific populations directly, and utilizing audience-appropriate educational and engagement tools. This allowed the team to reach a diverse group of people while focusing efforts on their specific interests. The team used a multi-media approach to inform the entire study area about the progress of the study and employed numerous outreach techniques, such as graphic visualization, touch screen technology, 3-D animation, electronic newsletters, and educational videos, to more fully involve members of the community who might not otherwise participate. Jacobs' efforts resulted in a constant presence in the community which translated into higher meeting attendance and increased program awareness.



anticipates needs, which are not specifically set forth above. ***To as much of an extent as possible, as a partner we will work together to identify, plan for, and respond to additional PR and marketing requests and requirements not specifically set forth above.***

In closing, we recognize that the art of public relations begins with a solid foundation of understanding how to communicate with and respond to various “publics” and audiences. Throughout all of our public relation management activities, we will plan, document, test, and verify all procedures and processes to identify risks and cover gaps that will help mitigate or prepare for any issues. By anticipating needs and implementing program efficiencies, we will help avoid challenges before they arise and ensure sound public relations procedures. This also includes staying abreast of

industry trends and best practices to promote efficient communications and public interaction.

### 2.8.3 Marketing Services

- 2.8.3.1 Prepare presentations to highlight the value of the community as well as too promote it too business, while tracking the percent of new business brought into the City of Dunwoody. ***Under the guidance of the City Manager and City leaders, we will develop and craft various presentations to put the best “face of the City” forward in outreach to new business targets and the community. Because economic growth and development is an essential part of the City’s efforts, a creative and innovative marketing services team can help advance the City’s key messages through presentations, branding,***

*and outreach, thereby extending the City's opportunity to increase revenue and visibility. We will also work closely with City staff to monitor and track measurements which point to business growth, including but not limited to the percent of new business brought into the City. We can capture this data and information within our PIMS system and create customizable dashboard reporting for the ongoing monitoring and analysis of how promotional efforts are affecting the City's bottom line.*

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. *By working in conjunction with the City's economic development staff, and following marketing strategies laid out in the annual plan, we will promote the City as the leading destination for prospective businesses, regional business leaders, and as a geographic hub for events. Enhancing the knowledge-based economy of the area, our efforts to support the City's staff will be evident in the materials created to help highlight the value of the community. The presentation and promotional materials we help create will be graphically appealing, timely, and include a call to action so audiences may begin to engage and build relationships with City leaders. And because new business established in the City is a measurable yardstick, we plan to track its growth as we work together to promote the City and attract prospective business and residents.*

2.8.3.3 Support public relations with promoting and informing the public regarding, citywide events. *Citywide events are opportunities to connect with and engage residents, stakeholders, and visitors. We will cultivate relationships at these events by working in conjunction with our public relations team and resources to promote these events and*

*drive attendance, interaction, participation and awareness. It is essential for the PR and Marketing representatives to work as a team to promote the citywide events and also publicize event information prior to and following a scheduled event.*

2.8.3.4 Promote the City's sponsored programs and events. *Dunwoody is not only an exciting place to live and work but it is also alive with activity. We will promote the City's events and happenings through multiple media and marketing outlets and through integrated marketing efforts (e.g., unifying PR, advertising, branding, signage, etc.). In promotion of City sponsored programs and events, we will use proven and effective techniques to reach target audiences and participants while tracking and measuring these outreach efforts to determine successful methods for future marketing and communications activities (leveraging PIMS to capture and analyze important data and information). Part of this effort also involves accurately capturing images, feedback, participation, and record keeping for use in future marketing materials and campaigns.*

2.8.3.5 Create annual marketing plan, which outlines the approach and specific projects that will be undertaken. *As a newly formed city, Dunwoody is still in the process of establishing its culture and strengthening its brand. We plan to begin work with City leaders and stakeholders and shape the brand of the City by establishing and implementing annual marketing plans which specifically outline goals, strategies, and tactics necessary to promote and communicate what the City is all about. This annual marketing plan is a living document that will be refined and strengthened through ongoing impact measurement and tracking as well as consistent documentation and reporting.*

***It will also serve as a roadmap for a fiscal year, complete with planned calendars, promotional efforts, PR milestones, and audience engagement opportunities.***

***The plan will include our ideas and creative designs for marketing the City via print and broadcast media outlets. We will help create effective marketing procedures and processes that will support the City's brand and maintain its positive perception. We will help identify ideas and develop campaigns that touch on all aspects of marketing the City, anticipating needs and providing brand-enhancing benefits well into the future.***

- 2.8.3.6 Document important City events for future use in City developed publications. ***As part of our PR and marketing team's core program of support, we will capture photos, images, articles, media coverage, advertisements, and messages related to important City events. These documented materials will be catalogued and potentially repurposed to help share and report on the event for numerous future resources and publications. Part of our cost-effective practices include using historical images and wholly-owned materials for multiple communications pieces.***
- 2.8.3.7 Design media for use in print, radio, or TV. ***As previously mentioned, we will design, create and store all relevant City materials, images and materials for use across multiple communications vehicles. Drawing upon a vast library of creative and compelling tools, we will design and produce media for use and distribution in print, broadcast, and electronic media communications and will not limit creative concepts or deliverables to a single media vehicle. Instead we will create themes and messages that unify the Dunwoody brand for potential use across multiple channels.***
- 2.8.3.8 Document all marketing procedures and processes as well as perform tests and walk-through's to ensure sound marketing procedures and processes. ***We will serve as "historian" for all marketing procedures and processes to ensure we are performing the job capably, ethically, proactively, and professionally. We can also leverage our PIMS data and information resources to capture and report on best practices and activities in order to implement improvements and knowledge when performing annual or recurring tasks.***
- 2.8.3.9 Maintain and promote the City's brand. ***We understand what it takes to develop and communicate a brand. After all, a brand is more than a logo and a tagline. An effective brand, backed by a strategic and results-oriented marketing program speaks to audiences and helps to establish and reinforce emotions and feelings associated with an entity. As expert marketers, we will help the City develop its brand to not only promote the quality of life and character of the City but to also help define the true essence of what the City of Dunwoody means to residents, businesses, visitors, and leaders.***
- 2.8.3.10 Identify and perform other marketing responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above. ***To as much of an extent as possible, as a partner we will work together to identify, plan for and respond to additional public relations and marketing requests and requirements not specifically set forth above.***

## 2. APPROACH AND METHODOLOGY

From the outset, we act as a partner to ensure the City of Dunwoody is providing exceptional service to its citizens. We are prepared and ready to partner

# Gwinnett County Department of Water Resources

## “Unclog The FOG” Public Relations and Outreach

Jacobs worked with the Gwinnett County Department of Water Resources (DWR) to help create a branded outreach program that took a fun approach to educating the public on the issues of dumping Fats, Oils and Grease (FOG) down sinks and into sewers. The program, aptly titled: “Unclog the FOG” was anchored by FOG “characters” – Fats Fiend, Oil Offender, and Grease Goblin, who make up the CLOG Mob (Creating Lots of Gunk). Their nemesis is “Secret Agent H2O” who works to keep the group at bay.

The cornerstone of the outreach was a content rich website, which prominently features the FOG characters, plus animation showing the problem of FOG and how individuals contribute to it, lots of photos, FAQs, ways the County is dealing with FOG and how businesses and residents can be part of the solution too, and a fun kids page with a number of activities.

This information was included to provide people with some context for why FOG prevention is so critical. The goal is to raise awareness of the program by creating something that stands out and is easily accessible by the public with the objective of keeping FOG out of the collection system. In addition, Jacobs helped develop:

- The website [www.unclogthefog.com](http://www.unclogthefog.com)
- Brochures aimed at restaurants, the general public and kids.
- Community workshops on FOG prevention and in-school science fairs to get kids involved so they can help educate their parents.

Everything tied together to help build a consistent message to help the community understand its role in reducing FOG and have fun while they’re learning. “Unclog the FOG” was even featured in the March 2010 issue of Public Works magazine.



with you to create effective and clear communications while continually implementing opportunities for enhancement. Our professional approach to creating a true working partnership and service-oriented program begins with using senior resources up front to build an effective and proactive team to carry out scope activities and tactics well into the future.

We plan to engage Bob Mullen as the Public Relations and Marketing Manager to appropriately immerse and prepare phase-in and delivery. Throughout the first six-months of the contract he will focus on being the City's primary senior Public Relations and Marketing lead and will manage beginning integration efforts. He will bring on talents and resources on an as-needed basis in order to cost-effectively manage team development and address scope and deliverable requirements. This will be done over time and in a staged manner to ensure

appropriate resource allocation, talent, and results-oriented program delivery.

As the immersion and phase-in progresses, Bob will engage with and draw in talented and skilled professionals to carry out the program goals and objectives. Once fully engaged and staffed, our communications team will serve as the critical hub for linking citizens with the operational and promotional heart of the City. Our proven, segmented approach is refined to do this efficiently and effectively by providing you with experienced and talented professionals, when you need them, emphasizing creative citizens-focused communication and mining intelligence to assist smart, informed decision making.

## The Right Experience and Talent

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We present the City of Dunwoody with a world-class team of PR and marketing professionals. Our mix of communication experts is unique in the industry, combining “best in class” public relations agency experience with real-world local government communications. The strength of our team starts at the top. Bob Mullen brings more than 23 years of experience from some of the most recognized PR firms in the business. A former vice president of corporate communications with international PR powerhouse Porter Novelli, Bob helped build the agency’s Atlanta office and guide it to a top ten ranking within four years. His work there and at Ketchum Public Relations presented opportunities to guide PR for business leaders like Delta, Bellsouth, and the Woodruff Arts Center. He built global agency network teams, managed client programs across international and domestic borders, and defined and implemented strategies based on the latest business trends. A resident of Dunwoody, Bob shares the vision of citizens seeking the highest standards from a local government that they can call their own.

## Citizen Focused Communications

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A critical function of communications is to provide citizens with information about city operations and achievements that is meaningful, relevant, and supports the city’s credibility. Our expert communication strategists are keenly focused on the unique needs of municipalities and public agencies seeking to reach taxpayers and ratepayers, while meeting the expectations of public officials. This in-depth understanding helps guide the City through an array of citizen- focused communications activities. This broad range of experience informs guides our approach to communications and maximizes our ability to produce citizen focused content that is pertinent and applicable.

We help drive an action-oriented communications strategy and provide a clear understanding of what citizens want to know - finding the balance of content

that meets the City’s need to communicate your messages with the community’s need to see value in the information. Our approach will include initiating web-based surveys and focus groups to track citizen interest in various topics and types of content. This is a cost-effective method to demonstrate the City’s recognition of the needs of your citizens - an important component of building on your established credibility and creating well-informed advocates.

## Intelligence Gathering

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Gaining insight into what affects citizens on a daily basis is critical for a municipal communications team to understand and track. With that knowledge we can effectively collect and distribute timely information from across the broad range of departments and services. We can provide our PIMS program to facilitate this process efficiently and effectively. This web-based and user friendly database system allows service area heads and other information sources to enter updates to citizens and internal resources. Rather than create additional work for these staff members, PIMS actually consolidates the process and allows information to be entered in as little or as great a detail as time permits. The PR and marketing team is tasked with culling the “nuggets” that are provided and fleshing out the details by going directly to sources where information is of most value. The database also allows the City Manager and other authorized users to constantly stay abreast of information by simply logging onto the site. Queries and reports provide an easy interface to all of the information in the database. Users can create custom reports tailored to their area of interest.

Our team will work within all of these principles to promote consistency, creativity, and acute prioritization of your communication needs. We will remain in line with the City’s strategic long term vision. We will proactively keep you out in front of any issue, situation, or opportunity. And we will build understanding among citizens while reinforcing the City’s commitment to service.

### 3. COLLABORATION

In order to begin implementing any improvements, we believe it is important to create a foundation of collaboration. Collaboration is first and foremost about communication. We will work with the City to maintain regular and daily communication about the goals and objectives set during the creation of our key performance indicators (KPIs). Using our PIMS system, we can provide the City of Dunwoody with up-to-the-minute information on the activity in any department, with customized reports produced at the click of a button. This information provides the City of Dunwoody with quick, easy, and efficient information about anything going on in the various service areas.

Beyond communication, collaboration is about innovation. We will bring to Dunwoody our knowledge and experience providing similar services to our clients in the United States and overseas (principally in the United Kingdom) through our Best Practices Workshops comprised of Jacobs staff located in other parts of the country and the world. This team will meet with Dunwoody staff and our local staff at least annually to share information and best practices. Additionally, we will constantly research innovations and new and best practices in the field of city management. We can learn from other similar cities across the country and use that knowledge to grow the City of Dunwoody into a leader in well-run and effective municipal government.

Finally, collaboration is about value. Jacobs has a database of cost-saving expertise called JV+ that gives our Directors access to state-of-the-art cost and time saving practices that have been implemented in our locations around the world. Using the JV+ system for the period of FY2010 (ended 9/30/2010), we provided \$2.9 billion in savings to our clients around the world on over 800 projects. We will sort through this database to find the right cost-saving approaches we can implement at the City of Dunwoody.

Bob is expected to operate his Service Area with his project team as a local independent business. While

he has the final responsibility for the project's success, it is also the responsibility of each team member to constantly innovate to provide cost-saving or efficiency improvements. We can help Dunwoody become a highly innovative city while also bringing efficiency improvements and cost-saving opportunities because of our established foundation of collaboration. **Our entire team is dedicated to helping you run the most innovative city in metro Atlanta!**

By starting with a foundation of collaboration, we can improve communications, promote innovations, and deliver value. Our experience in communications, public relations, and marketing provides us with a set of best practices to bring about efficiencies and cost savings. As we have demonstrated on similar programs, our approach produces streamlined results that lead to the right balance of staffing (deployed at the right time) and cost savings that can be significant. We are able to achieve this successfully because:

- **Operationally Skilled and Responsive.** Our approach is highly efficient because we know how to extract and translate the right information from across all City operations to produce relevant and timely communications to citizens. We will save time and resources in data gathering and focus instead on communication output.
- **Municipal PR and Marketing Expertise.** Not only do we know Dunwoody, we are keenly aware of the kind of nuanced communication expected by taxpayers and ratepayers and valued by elected and public officials. Our experience produces immediate efficiencies because we are able to hit the ground running, eliminating time and resources necessary for any learning curve of other communication firms who may know public relations, but don't understand the unique needs of citizen focused communication.
- **Depth of In-House Resources.** Translators, facilitators, videographers, writers, graphic designers, and more are at your disposal with just a call or email. Cost savings will result by eliminating the need to locate and secure the services of outside vendors for these specialized skills.
- **Resourceful and Creative.** Using web-based tools, social media, and electronic channels creates

tremendous efficiencies by eliminating the need for expensive production and delivery costs. Our team will take these tools to an even greater level of cost-efficiency in the City's communications arsenal.

## 4. COMMUNICATION

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We pride ourselves on being client-focused and very responsive to client requests. All emails, phone calls, and correspondence with the City Manager and City Staff will be addressed by close of business each day. We will maintain a flexible and transparent schedule with the City Manager and staff so that ready access to key personnel is maintained at all times. Our partnership with the City promotes a team commitment and streamlines the decision-making process by empowering us to work with the City Manager to effectively reach agreement on all issues. This local empowerment allows much quicker turnaround.

Our communication and collaboration strategy will be centered on the same system we use in our local office. As discussed previously, we have an information system known as PIMS that can create customized reports for the City, focused on the needs of each department and perhaps even each manager. These reports can be printed at a moment's notice, with real-time information. This system is one of the keys to effective communication and collaboration. How information is managed and dispersed will be a key factor in effective communication and collaboration and critical to the success of the City's programs. We can provide a seamless, collaborative environment for all stakeholders through the use of PIMS. PIMS overlays on existing software to provide a full featured reporting system, including an executive dashboard, and prevents redundancy and insures that all team members have access to the most accurate information.

To effectively provide the quality of services required by the City of Dunwoody, communication must be clear and direct. While PIMS can allow ready access to information in real-time, it does not replace the need

for effective, face-to-face meetings. Joint meetings with the City Manager and the Directors will need to occur regularly, perhaps even daily, to insure all Service Areas are coordinating their activities and understand the city's priorities. In addition, each Director will meet with their teams on a weekly basis to insure each individual is fully informed. We will also meet monthly with every contractor involved with providing services in each service area. Weekly reports from these contractors will be reviewed for progress toward jointly-agreed-upon goals.

Finally, each of our Service Area Directors is an experienced manager and leader in their areas within the Jacobs organization. Bob Mullen manages a team of graphic designers and communications specialists in the Jacobs organization. He is in constant contact with his team, through cell phone and email, as well as face-to-face meetings, and will continue this culture of communication at the City of Dunwoody. We will work with the City Manager to maintain and reach our KPIs set in October 2011 and will use PIMS to track this information and periodically refine and analyze these KPIs to remain on target.

## 5. TRANSITION

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Please see our full transition description in the general scope of services section.

## 6. FIRM-SUPPLIED FACILITIES, EQUIPMENT, AND SUPPLIES

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Based on the RFP, we do not anticipate needing any facilities, equipment, and supplies beyond what the City is providing.

## 7. ENVIRONMENTAL SUSTAINABILITY

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We understand and fully support the City of Dunwoody's commitment to conserving and investing in the reduction and protection of the community's natural resources. In fact, Jacobs has long shared these ideals and has integrated sustainability measures

throughout our own organization. We will bring these successful habits with us in our role with the City. Serving as your partner in all public relations and marketing activities, we will employ daily practices and measures to reduce the environmental footprint of the government and help to communicate the City's policies and practices to promote City employee understanding and adherence to the sustainability goals.

Because public relations, marketing, and advertising are key producers of paper and printed products, we will utilize and employ eco-friendly policies and procedures, including double-sided printing, promotion of electronic proofing and communication distribution as

well as the use of 100% recycled paper and paper with the highest post-consumer recycled content and Forest Stewardship Council certification.

We will offer support for the promotion of Dunwoody's Green Communities Program participation and utilize marketing efforts to ensure Dunwoody is recognized (via media coverage, promotions, etc.) for its sustainability efforts. We will also submit the City for various green-centric award and recognition opportunities from both regional and national groups and organizations.



**Ne\*t Level  
Ne\*t Team**

**JACOBS®**

## SECTION 4

# Proposed Personnel

## 1. STAFFING METHODOLOGY

The Jacobs team offers the ability to deliver the most efficient level of staffing and the most appropriately qualified personnel to meet all project requirements. The team we have proposed, together with the home office support and depth of “back office” enable us to provide the level of “Dial-up, Dial-down” capability necessary to meet every project requirement at the minimum cost to you. Our staffing team is well equipped to recruit as needed if a technical skill is lacking in our existing staff. We have invested extensive resources in developing programs and relationships that allow each of our professional staff members to advance to their highest technical capabilities. As part of this program, we carefully establish an appropriate mix of senior and junior level personnel for each project and task.

### Jacobs’ Retention and Succession Program

**Promotion and Retention of Key Project Personnel** – We have developed specific plans to promote a positive and enthusiastic environment among the current key staff and maintain project continuity.

**Formal Succession Plan** – We feel that appropriate succession planning fosters solid team relationships, helps maintain a high sense of urgency, and promotes a more open environment for the sharing of lessons learned. It also allows us to always provide you with a vibrant and enthusiastic team eager to face new challenges. Our phased succession planning allows for a period of transition between the outgoing and incoming staff, and is best done near the end of each phase, with the new personnel learning the project during the completion of the current phase, and assuming responsibility for the follow-on phase work.

**Early Plan Development** – We will start planning early and reassess often to allow for an orderly and planned promotion and succession, not forced succession through project fatigue.

**Target Existing Project Personnel for Project Promotion** – By promoting effective project team members we are able to extend the period under which our staff view the project as a career enhancing opportunity, thereby enhancing overall motivation and project performance.

**Training to Encourage Promotion** – Upward promotion will be encouraged through a combination of formal project-specific training programs taught by senior Project Management and continuous, on-the-job training.

## 2. STAFF'S QUALIFICATIONS AND EXPERIENCE

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### Chuck Button, Primary Point of Contact

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Chuck served as County Manager for Gwinnett County in the 1980s and 1990s, then the fastest growing county in the country (more than 100,000+ population), doubling in size. Gwinnett County is recognized by ICMA as a council manager community. It is a full service organization supplying all traditional municipal services to its 400,000 residents. With an annual capital and operational budget exceeding \$427 million and 2,700 employees, the County has taken on many issues to meet the growing demands of its citizenry. In this role, he was responsible for implementation of the concept of community/customer service throughout the organization and supervised extensive public involvement. He also led the reorganization of the County to improve efficiency and cultivation of relationships among other local governmental agencies to more effectively provide services.

### Ben Williams, PE, Public Works Director

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Ben is Operations Manager of Jacobs' Gainesville and Athens, Georgia, offices. He serves as a client primary point of contact, manager of projects, project manager, and environmental engineer for municipal infrastructure (transportation and water) projects, solid waste projects, civil/site projects, utility rate designs and utility system management consulting. Ben is currently responsible for managing the production resources of 40 employees in two separate offices producing multiple projects from beginning to end while ensuring the client's objectives are met.

Ben has experience in municipal and county public works and utilities. He is past Public Works Director and City Engineer for the City of Athens, Georgia. In this position, he organized and managed four divisions of

the Public Works Department, including administrative, project design, construction and maintenance, and treatment plant operations and was responsible for a staff of 140 employees with an annual operating budget of \$12 million and a total infrastructure of 170 miles of streets and supporting storm drainage, 490 miles of water main, 280 miles of sewer line, a 28 MGD water filtration plant, and three wastewater treatment facilities with 16 MGD capacity. He directed consulting engineers for the city's environmental design and managed major public works projects in Athens with a construction value exceeding \$100 million.

### Gary Cornell, FAICP, Planning and Zoning Director

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Gary is a Senior Planning Consultant for Jacobs with over 30 years of professional planning experience. He specializes in the coordination of land use planning with transportation planning and environmental analysis. Gary served as the Gwinnett County Department of Planning and Development Director for seven years. He was responsible for preparing and maintaining the Comprehensive Plan, zoning administration, and related policy for one of the fastest-growing counties in the United States. He was also responsible for managing the land use administration, policy development, and intergovernmental coordination. Gary has also managed public participation processes, lectured, and served on the planning faculties at the graduate university level at Georgia Institute of Technology and Florida State University.

### Jason Weckerly, RLA, Parks and Recreation Director

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Jason is currently the Landscape Architecture Discipline Director for the Jacobs Norcross office. He has over eight years of personnel management experience managing up to seven individuals. He managed projects in excess of \$3.5 million in fees with approximately 75% of those projects being parks and recreation related. He has been the lead project manager for Gwinnett County, City of Suwanee, and

DeKalb County annual contracts. He brings to the firm a special expertise in environmental design and recreational planning, both passive and active parks and trail design. He has an understanding of both the design and the construction process. Jason has been integral in developing standards for solid and accurate construction documents. He understands the importance of a schedule when it comes to programming and implementation.

### **Mack Cain, RLA, LEED AP, Parks and Recreation Advisor**

As Senior Landscape Architect, Mack provides planning, design, and implementation services on a broad range of parks related projects including passive parks, active parks, trails, greenways, athletic fields, artificial turf fields, tennis centers, equestrian centers, recreation centers and broad scale recreation master plans. He has been involved with the SPLOST parks program execution in Gwinnett County, Georgia for over 13 years. Mack has a special expertise in low impact site sensitive design in the development of Parks, trails and greenways. His special expertise aides design teams and clients in the effective development of parks without wholesale alteration of the land and loss of the natural environment. He has been active in the community serving as a scout master for 12 years and a Dixie Youth little league coach for nine years.

### **Bob Mullen, Public Relations and Marketing Director**

A highly experienced marketing, communications, and public relations practitioner with more than 23 years of experience, Bob has served as a senior consultant for major brands and businesses across the globe. Skilled in internal and external communications management, Bob has assisted in the development of strategic brand messaging platforms to guide communications, advertising, direct marketing, internet and public relations activities for public and privately held companies, as well as nonprofits and start-ups. As a senior leader for several full-service advertising and marketing agencies he has guided marketing, public

relations and communications initiatives by working directly with corporate decision makers to help define, guide, and promote a strategic vision across multiple target audiences.

Please see our staff resumes in the service area sub-sections following this section as well as our project sheets and project examples located in Sections 2 and 3.

## **3. RESUMES**

Please see the resumes for key personnel in the service area sub-sections following this section.

## **4. TRAINING**

We have staff development programs that include in-house training presented by inside and outside subject matter experts. Our staff also attends conferences to continue their education and present the latest advancements in their field. All this training is captured in our Learning Management System which is connected to each employee's Human Resources Information System. Annually, each employee and their supervisor meet to plan the next year's training for the employee taking into account the work assignments planned for that employee. We will take the information developed for each employee and prepare an annual comprehensive training plan for presentation to Dunwoody.

## **5. HIGH-LEVEL ORGANIZATIONAL CHART**

Please see our proposed organizational charts for each service area sub-sections following this section.

# Chuck Button

## Point of Contact for the City of Dunwoody

### Education

- M.S., Political Science/  
Public Administration,  
Iowa State University  
(1975)
- B.S., Business  
Administration, Central  
Michigan University  
(1973)

### Length of Service

- Jacobs: 1996-Present

### Years of Experience

- Since 1973

Mr. Button served as County Manager for Gwinnett County in the 1980s and 1990s, then the fastest growing county in the country (more than 100,000+ population), doubling in size. Gwinnett County is recognized by ICMA as a council manager community. It is a full service organization supplying all traditional municipal services, including water and sewer, to its 400,000 residents. With an annual capital and operational budget exceeding \$427 million and 2,700 employees, the County has taken on many issues to meet the growing demands of its citizenry. In this role, he was responsible for implementation of the concept of community/customer service throughout the organization and supervised extensive public involvement. He also led the reorganization of the County to improve efficiency and cultivation of relationships among other local governmental agencies to more effectively provide services. He also:

- Coordinated the management review of several large construction projects that were brought in on time and budget.
- Managed under intense media coverage.
- Provided governmental services through privatization and outsourcing alternatives.
- Created a vision for the organization by using strategic planning techniques to solidify elected, staff and community priorities.

### Capital Improvements:

- Funded, coordinated, and constructed a \$37m County Jail, \$120m road projects, \$50m water/wastewater projects, \$30m Civic Center, \$4m Historical Courthouse renovation, \$70m Justice & Administration Center, and a \$27m airport.
- Established timetables and implemented additional sewer capacity.
- Funded and constructed eight new libraries and seven new parks and purchased four new fire station sites and a golf course.
- Implemented a dual computer platform system bringing on line court, financial, personnel, and other management systems.
- Developed and implemented GIS.

### Economic and Cultural Developments:

- Funded and implemented a comprehensive property reassessment system.
- Revamped tree, sign, and development ordinances.
- Studied the feasibility of extending mass transit to the County and implementing the subsequent community vote on fixed rail.
- Instituted a five-year comprehensive land-use update revolving around water/wastewater availability.
- Developed a County-wide curbside Recycling Program.
- Created a public/private organization to coordinate Human Resource funding.
- Established a Human Relations Commission and staffing.
- Negotiated the acceptance of two tracts of land: an 83+ acre estate valued at \$6 million and 50 acres of commercial property for the civic and cultural facilities valued at \$10 million.
- Eliminated state-imposed wastewater moratoriums and established budgets and rates to meet future utility needs.
- Instituted an agreement allowing the Arts Council to build a

**Chuck Button**  
Point of Contact for the City of Dunwoody

multimillion-dollar structure adjoining the County Civic Center.

Mr. Button, as the former COO and principal of JJG, had direct responsibility for accounting, human resources, facilities, fleet, and information technology. He also was responsible for the overall financial and personnel aspects of JJG which entails managing resources in excess of \$75m and overseeing personnel issues of over 500 employees. During his fifteen-year tenure at the company, revenues have grown over threefold and personnel have doubled.

Mr. Button's management experience includes the following accomplishments:

- Coordinated an ownership buyout in management transition.
- Facilitated company growth in which revenues tripled.
- Supervised major relocation to new facility.
- Led transition of JJG's employees through the merger with Jacobs.
- Maintain contact with key clients, including Gwinnett and Fulton Counties.

### **Professional Service**

Gwinnett Clean & Beautiful Executive Committee

Gwinnett United Way Board and Past Chairman

Past Chair of Leadership Gwinnett and on the Board of Trustees

Council Quality Growth Executive Committee

Past board member of Gwinnett Chamber

Board member of Gwinnett Redevelopment committee

Volunteer of the Year for Gwinnett Clean & Beautiful (2003)

Full member of ICMA

Past member of ICMA International Committee

Past Vice-president of Iowa Managers Association

Past panel member for the NLC and Institute of Government Affairs training sessions

# Public Relations and Marketing

## Bob Mullen

### Public Relations and Marketing Director

#### Education

- Bachelor of Arts, Marquette University (1987)

#### Length of Service

- Jacobs: 2009-Present

#### Years of Experience

- Since 1987

A highly experienced marketing, communications and public relations practitioner with more than 23 years of experience, Mr. Mullen has served as a senior consultant for major brands and businesses across the globe. Skilled in internal and external communications management, Mr. Mullen has assisted in the development of strategic brand messaging platforms to guide communications, advertising, direct marketing, internet and public relations activities for public and privately held companies, as well as nonprofits and start-ups. As a senior leader for several full-service advertising and marketing agencies Mr. Mullen has guided marketing, public relations and communications initiatives by working directly with corporate-level decision makers to help define, guide and promote a strategic vision across multiple target audiences. He is:

- **Practiced in numerous communications and technology platforms;** from broadcasting to social media to narrowcasting, from radio and television to community newspapers and national business journals.
- **Knowledgeable in managing teams** of designers, writers, media relations specialists, web content providers, social media contributors, interactive designers, video production specialists, editors and event planners.
- **A leader in Corporate marketing and communications** responsible for guidance and strategic leadership of corporate brands, messages and visibility
- **Works with senior management to create, implement a unified and compelling marketing communications strategy** in support of the firm's reputation in the marketplace, and ensures message alignment with annual business plans
- **A bridge builder and communicator** and has worked on projects and programs in harmony with a number of government agencies such as the Georgia Department of Natural Resources, the Georgia Governor's Office and the Georgia Department of Economic Development

Currently, he oversees all aspects of public corporate material development and distribution, including corporate brochures, corporate magazine, paid advertising, sponsorships and exhibits, annual reports, press releases, speeches, web/digital/multimedia content. He also serves as the liaison for employee communications, investor relations activities, and proposal marketing efforts responsible for driving consistency across corporate marketing.

### Representative Project Assignments

**Public Communications Outreach for Department of Economic Development for the City of Cartersville/Bartow County, Georgia, in association with Toyo Tire North America, Inc.** Developed a comprehensive public engagement, outreach and communications program for the Department of Economic Development for the City of Cartersville/Bartow County, Georgia in association with Toyo Tire North America, Inc. to address the new tire manufacturing facility in Bartow County. Coordinated public hearings on air quality and land use and managed the development of strategic messages and issues

**Bob Mullen**  
**Public Relations and Marketing Director**

management for implementing the plant build-out. Participated in the delivery of key regional benefits from the new facility to community opposition groups and community supporters to promote jobs, economic development and Toyo Tire corporate social responsibility programs across environmental and educational platforms. Held a lead role in the creation of responses to crisis and issues management needs and was the lead planner for the company's ground breaking and grand opening event involving more than 800 members of the media and community.

**Strategic advisor and communications and marketing consultant to Mirant following its spin-off from Georgia Power and Southern Company.** Assisted in guidance and direction of external visibility efforts to help position the electric and energy producer within national and global financial markets and provide counsel on crisis and community issues in key plant and power generation facilities/locations.

A senior leader of the **Brand Resources Group A/E/C Studio (Architecture/Engineering/Construction)** and actively involved in involved in construction, design and green/sustainability communications for manufacturers, builders and facilities management clients. His leadership and experience helped provide clients with superior communication strategies, creative initiatives and measurable program results.

### **Professional Awards/Recognitions**

2007, Georgia Chapter Public Relations Society of America Phoenix Award; Integrated Communications, Business to Business; "100 Years of Innovation"

2007, Georgia Chapter Public Relations Society of America Phoenix Award Certificate of Excellence; Media Relations, Business to Business Products; "Dash Without the Splash - GP Food Services Solutions Smart Top Lid Launch"

2007, Georgia Chapter Public Relations Society of America Phoenix Award; Internal Video Programs; Corporate/Organization Feature; "Celebrating a Legend in Architecture -- Ron Sineway Video"

2007, Georgia Chapter Public Relations Society of America Phoenix Award; Integrated Communications, Business to Business; "Dixie Foodservice SmartStock Cutlery Dispenser - One Lever with Multiple Returns"

2007, Georgia Chapter Public Relations Society of America Phoenix Award Certificate of Excellence; **Marketing Business to Business Products**; "Dixie Foodservice SmartStock Cutlery Dispenser - One Lever with Multiple Returns"

2007, Georgia Chapter Public Relations Society of America Phoenix Award Certificate of Excellence; Media Relations - Consumer Services; "NCR - Saving Time in Lines: The Ins and Outs of Self-Service"

2007, Georgia Chapter Public Relations Society of America Phoenix Award Certificate of Excellence; Media Relations - Business to Business;

**Bob Mullen**  
**Public Relations and Marketing Director**

“Dixie Foodservice SmartStock Cutlery Dispenser - One Lever with Multiple Returns”

2006, Georgia Chapter Public Relations Society of America Phoenix Award; **Marketing Business to Business Products**; “Launching High Performance: Toyo Tire North America Grand Opening Celebration”

2006, Georgia Chapter Public Relations Society of America Phoenix Award; **Media Relations - Business to Business Products**; “NCR: Turning Transactions into Touch-Points for NCR”

2006, Georgia Chapter Public Relations Society of America Phoenix Award Certificate of Excellence; “Dixie Foodservice: The Push for Paper”

2005, Georgia Chapter Public Relations Society of America Phoenix Award; **Community Relations, Business-Products**; “Toyo Tire North America "Partners in Performance" Facility Groundbreaking”

2005, Georgia Chapter Public Relations Society of America Phoenix Award; **Events or Observances (seven or fewer days) Business-Products**; “Toyo Tire North America "Partners in Performance" Facility Groundbreaking”

2005, Georgia Chapter Public Relations Society of America Phoenix Award; **Marketing Business to Business Products**; “Toyo Tire North America "Partners in Performance" Facility Groundbreaking”

2005, Georgia Chapter Public Relations Society of America Phoenix Award; **Media Relations - Business to Business Products**; “Georgia Pacific North American Commercial Business, Q3 - Q4 2004 Campaign”

2005, Georgia Chapter Public Relations Society of America Phoenix Award; **Writing By-lined Business/Trade Article** “Dixie Foodservice - Takeout Food Safety By-Lined Article”

2004, Georgia Chapter Public Relations Society of America Phoenix Award; **Integrated Communications -- Business to Business**; “Georgia Pacific NA Commercial Business and ISSA 2003”

2004, Georgia Chapter Public Relations Society of America Phoenix Award; **Creative Tactics**; “Georgia Pacific NA Commercial Business and Build Your Own Bathroom Sales Tool Kit”

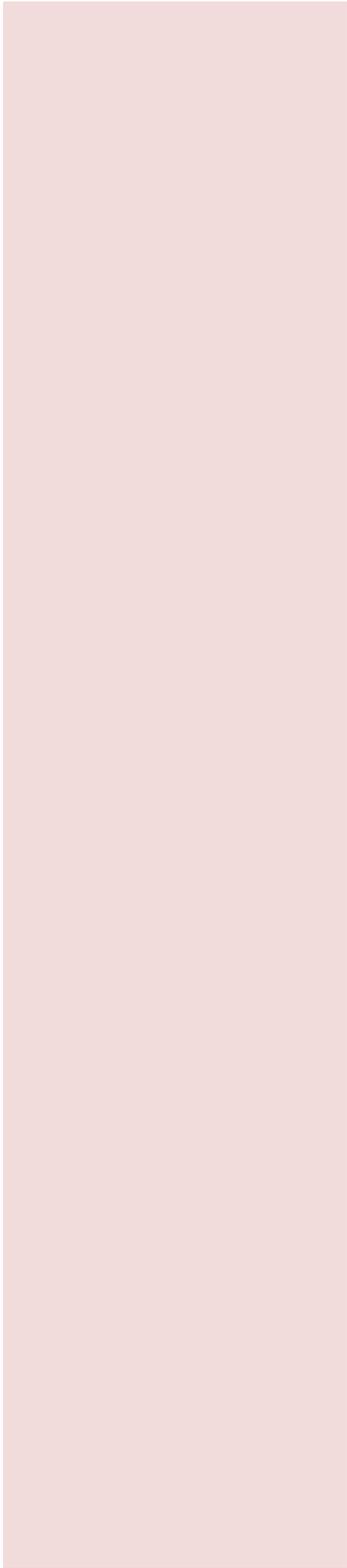
2004, Georgia Chapter Public Relations Society of America Phoenix Award; **Special Events or Observances (seven or fewer days) -- Business-Products**; “Georgia Pacific NA Commercial Business & ISSA 2003”

2002, Georgia Chapter Public Relations Society of America Phoenix Award; **Editorials/Op-ed Columns**; “Using Energy Wisely: Raising the Expert's Voice”

2001, Georgia Chapter Public Relations Society of America, **Marketing Business to Business Category**, “Promoting Loyalty and Incentives”2001

**Bob Mullen**

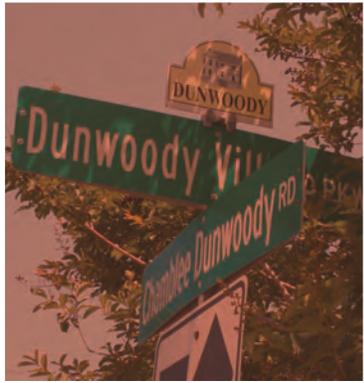
**Public Relations and Marketing Director**



Multiple program and Project Awards from the International Association of Business Communicators

**Memberships**

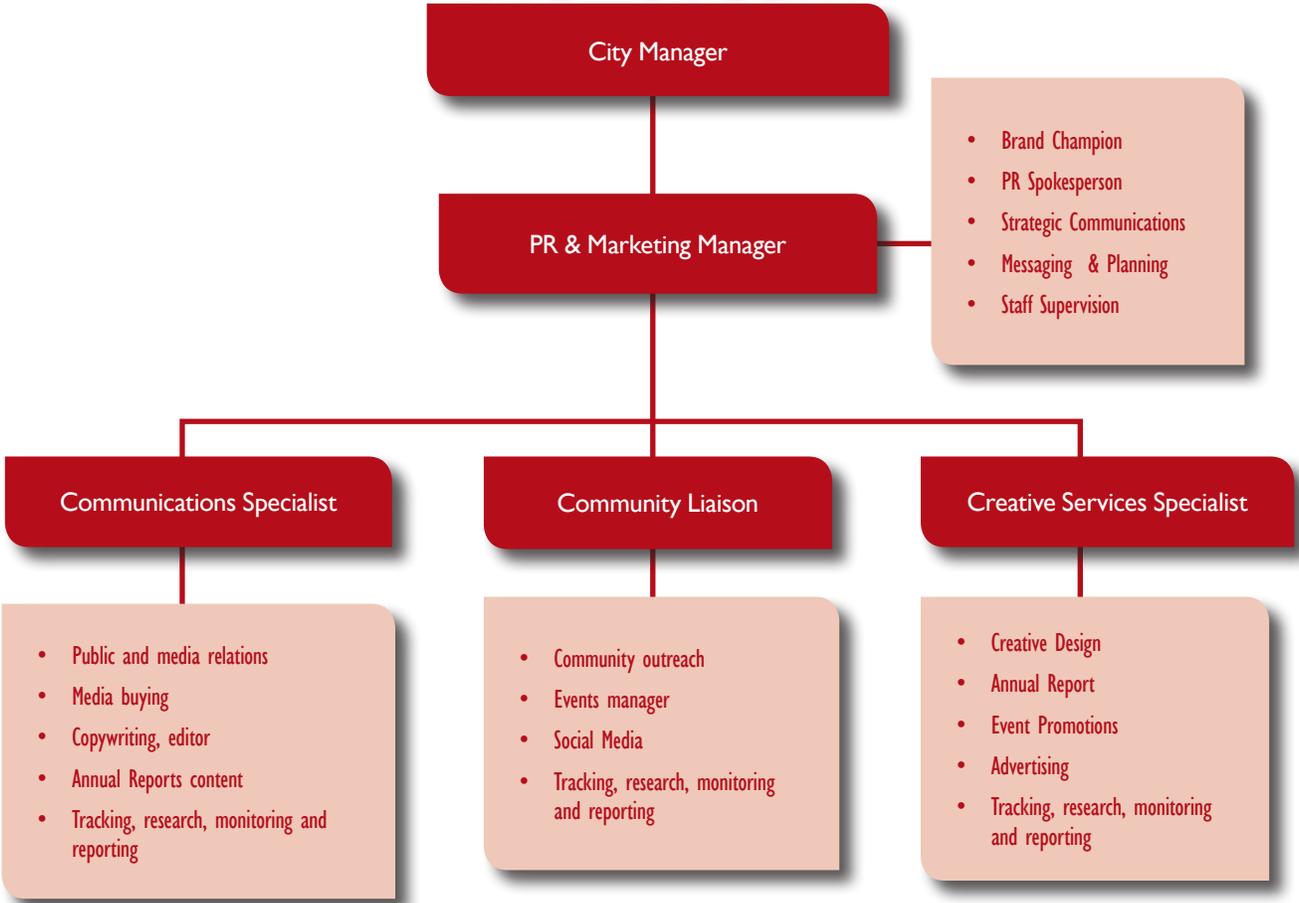
Public Relations Society of America  
Technology Association of Georgia  
Society for Marketing Professional Services



# Public Relations and Marketing Organizational Chart

Dunwoody  
 \*Smart people – Smart city  
 Next Level  
 Next Team

*\*All positions are staffed by Jacobs personnel*





**Ne\*t Level  
Ne\*t Team**

**JACOBS®**

# References

## Public Relations and Marketing

### REFERENCES

#### *Public Communications/Community Outreach, Event Planning & Crisis Communications Management*

#### **Toyo Tire North America, Inc. in association with Department of Economic Development for the City of Cartersville/Bartow County, Georgia**

Developed a comprehensive public engagement, outreach and communications program for the Department of Economic Development for the City of Cartersville/Bartow County, Georgia, in association with Toyo Tire North America, Inc. to address the new tire manufacturing facility in Bartow County. Coordinated public hearings on air quality and land use and managed the development of strategic messages and issues management for implementing the plant build-out. Participated in the delivery of key regional benefits from the new facility to community opposition groups and community supporters to promote jobs, economic development and Toyo Tire corporate social responsibility programs across environmental and educational platforms. Held lead role in the creation of responses to crisis and issues management needs and was the lead planner for the company’s ground breaking and grand opening event involving more than 800 members of the media and community.

Don Waterhouse  
Manager of Human Resources & General Affairs  
Toyo Tire North America Manufacturing  
3660 Highway 411 Ne  
White, GA 30184  
678.721.7200  
waterhoused@toyotirena.com

#### ***Presentation and Communications Support***

#### **Etowah Water and Sewer Authority**

Each year the General Manager of the Etowah Water and Sewer Authority holds a Fiscal Year planning retreat and meeting with the Board of Directors of the Authority. It is standard procedure for the Authority’s General Manager

to deliver a State of the Authority address at this meeting which is also used again in communications to various county commissioners and community groups after ratification and feedback from the Board of Directors. Jacobs communications team assisted the General Manager in the design and content development for the executive retreat presentation and helped create a visual theme for the presentation that tied into the outlook for the coming year. The presentation included photos of important Etowah and Dawson County landmarks and businesses as well as custom-built stylized icons for each of the six new mission pillars (Excellence, Integrity, Stewardship, Commitment, Efficiency, Vision) contained in the presentation. The planning retreat was immensely successful and the Board of Directors found great value in the thoughtful and intelligent communications and presentation program in their approvals of the new fiscal year plans.

Brooke Anderson, PE  
General Manager  
Etowah Water and Sewer Authority  
1162 Highway 53 East  
Dawsonville, GA 30534  
706.216.8474  
generalmanager@etowahwater.org

### ***Strategic Communications Counsel and Public Relations Management***

#### **AGL Resources, Georgia**

Atlanta Gas Light was embarking on one of the largest natural gas infrastructure projects ever undertaken by the company and they enlisted Jacobs to develop a series of strategic community outreach plans for the effort. The project includes construction of large diameter pipelines in communities across metro Atlanta over a three-year period. Jacobs was asked to help support in preparation and communication surrounding potential project issues such as impacts to diverse stakeholders in multiple jurisdictions, highly visible construction projects with potential for significant traffic disruptions, safety concerns from citizens and elected officials, and rate implications. Our team of communication professionals conducted extensive research into impacted communities, developing tailored approaches to managing communications in each community, and recommending implementation strategies geared toward mitigating opposition. We are currently active and engaged in implementation of the strategic outreach plans with Atlanta Gas Light and assisting in ongoing community outreach and message management.

Ms. Camille Evans  
Director of Corporate and Employee Communications  
AGL Resources, Inc.  
10 Peachtree PI NE # 1000  
Atlanta, GA 30309-4496  
404.584.4000  
cevens@aglresources.com

## CLIENT LIST

Client	Project Type/ Name	Contact (Name, Address, Phone, Email)	Dates of Service
<b>Public Relations &amp; Marketing</b>			
AGL Resources, Georgia	Strategic community outreach for one of the largest natural gas infrastructure projects ever undertaken by Atlanta Gas Light	Laura Wilkinson-Sinton Managing Director, Enterprise MarCom AGL Resources 10 Peachtree Place Atlanta, GA 30309 404.584.3512 lwilkins@aglresources.com	March 2010-Present
AGL Resources, Georgia	Employee communications and field employee community relations training Video - script development and production	Laura Wilkinson-Sinton Managing Director, Enterprise MarCom AGL Resources 10 Peachtree Place Atlanta, GA 30309 404.584.3512 lwilkins@aglresources.com	May-10
Charleston Water System, Charleston, South Carolina	Crisis Communications Gap Analysis, Recommendations Report, and Media Training	Ms. Jenny L. Hagan Communications Specialist Charleston Water System 103 St. Philip Street Charleston, South Carolina 29403 843.727.7146 haganjl@charlestoncpw.com	2006
City of Gainesville Public Utilities Department, Gainesville, Georgia	Water Conservation Rate Structure Communications Program	Kelly Randall Director of Utilities City of Gainesville Public Utilities Department 757 Queen City Pkwy, SW, Gainesville, GA 30501 770.538.2400 krandall@gainesville.org	2008
City of Saint John, New Brunswick, Canada	Developed a strategic Communications Plan to guide a \$109 million CIP program over 10 years.	Greg Yeomans Comptroller City of Saint John P.O. Box 1971 9th Floor, City Hall 15 Market Square Saint John, New Brunswick Canada E2L 4L1 506.649.6028 greg.yeomans@saintjohn.ca	2004
Douglasville-Douglas County Water & Sewer Authority, Douglasville, Georgia.	South Central Urban Water Reuse Facility Video, Video Production; Video was used at the facility's opening celebration and also posted to WSA's website.	Keith Higgs Operations Manager Douglasville-Douglas County Water & Sewer Authority 8763 Hospital Dr Douglasville, GA 30134 770.949.7617 khiqas@ddcwsa.com	2008

Client	Project Type/ Name	Contact (Name, Address, Phone, Email)	Dates of Service
<b>Public Relations &amp; Marketing</b>			
Douglasville-Douglas County, Georgia	Managed crisis communications efforts following 24-hour power outage at the main water treatment facility.	Pete Frost, Executive Director Douglasville-Douglas County, Georgia Water and Sewer Authority 8763 Hospital Dr Douglasville, GA 30134 770.949.7617 pfrost@ddcwsa.com	1995
Etowah Water and Sewer Authority, Dawsonville, Georgia	Developed strategic and comprehensive communications plan to position the Authority as a leader within the community and reinforce its positive image among ratepayers and the general public.	Brooke Anderson, PE General Manager Etowah Water and Sewer Authority 1162 Highway 53 East Dawsonville, GA 30534 706.216.8474 generalmanager@etowahwater.org	2009
Fulton County, Department of Public Works	Public Relations & Outreach - Appeasing citizen concerns over new wastewater treatment facility	Kun Suwanarpa, Assistant Director Fulton County, Department of Public Works 141 Pryor Street SW Ste 6001 Atlanta, GA 30303 404.612.7400 kun.suwanarpa@fultoncountyga.gov	2006-09
Georgetown County Water and Sewer District, Georgetown County, South Carolina.	Master Plan and Unified Utility Communications Plan	Bob Barker, Director Georgetown County WSD Georgetown Office 4145 Highmarket Street Georgetown, SC 29440 843.237.7618 bobb@gcwsd.com	2008
Georgia Regional Transportation Authority	Public Relations and Communications - develop strategy and materials to educate target audiences on transportation projects and initiatives; developed printed materials, videos, and managed community events	Crew Heimer, GRTA Manager of Rail Transit 245 Peachtree Ctr Ave NE, Ste 900 Atlanta, GA 30303-1223 404.463.3054 cheimer@grta.org	2002-2005
Gwinnett County Department of Water Resources	Public Relations & Outreach - integrated strategy for PR and communications for education of citizens on reducing Fats, Oils and Grease dumping	Lynn Smarr Interim Director Gwinnett County DPW 684 Winder Highway Lawrenceville, GA 30045-5012 678.376.7114 lynn.smarr@gwinnettcountry.com	2009
Hickory Log Creek Dam and Reservoir, Cobb County-Marietta Water Authority and City of Canton, Georgia.	Community Relations for implementing strategies to promote the benefits of the dam and reservoir to the community.	Glen Page General Manager Cobb Marietta Water Authority 1660 Barnes Mill Road Marietta, GA 30062-7535 770.426.8788 gpage@ccmwa.org	2004
Knox-Chapman Utility District, Knoxville, Tennessee	Branding and Logo Development	Gary Jones, General Manager Knox-Chapman Utility District PO Box 9569 Knoxville, TN 37940 865.577.4497 garyj9@bttelecom.net	2005

Client	Project Type/ Name	Contact (Name, Address, Phone, Email)	Dates of Service
<b>Public Relations &amp; Marketing</b>			
Metropolitan Sewer District of Greater Cincinnati, Cincinnati, Ohio	Coordinating external communications for one of the largest public works projects ever undertaken by Hamilton County, Ohio in its 200-plus year history.	MaryLynn Lodor, Environmental Programs Manager Office of the Director Metropolitan Sewer District of Greater Cincinnati (MSDGC) 1600 Gest Street Cincinnati, Ohio 45204 513.244.5535 MaryLynn.Lodor@cincinnati-oh.gov	2010 to Present
City of Cartersville Public Works Department, Cartersville, Georgia.	<b>Stormwater Fee System Development &amp; Communications - Served as facilitator for 20+ member citizens committee tasked with evaluating options for funding stormwater improvements across the City.</b>	Christina Williams Stormwater Program Manager City of Cartersville Public Works Department P.O. Box 1390 Cartersville, Georgia 30120 770.387.5602 christina.williams@cartersvillega.gov	2007
City of Dahlonega and Lumpkin County Water and Sewerage Authority, Dahlonega, Georgia.	Community Drought Partnership - Developed a community-wide approach to managing communication with the public regarding the 2007-2008 extreme drought.	Blii Lewis, City Manager City of Dahlonega 465 Riley Road Dahlonega, GA 30533 706.864.6133 blewis@cityofdahlonega.com	2008
Columbus Water Works (CWW), Columbus, Georgia.	Innovation Video, Copywriter/Videographer/Producer - wrote, videotaped, and produced four minute video	Ms. Beth Bickerstaff, Communications Coordinator Columbus Water Works (CWW) 1421 Veterans Pkwy PO Box 1600 Columbus, GA 31902-1600 706.649.3315 bbickerstaff@cwvga.org	2005



**Ne\*t Level  
Ne\*t Team**

## 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	5/10/2011				

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: Jacobs Engineering Group Inc.

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 Jacobs Engineering Group Inc.

Federal Tax ID 95-4081636

Address 6801 Governors Lake Parkway, Norcross, GA 30071

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

Yes \_\_\_ No X

Will your company accept the City's procurement card for payments from the City of Dunwoody?

Yes X No \_\_\_

Representative Signature 

Printed Name Paul F. Wagner

Telephone Number 770-455-8555

Fax Number 770-455-7391

Email Address paul.wagner@jacobs.com

### 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 Jacobs Engineering Group Inc.  
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1)   x   I am a United States citizen

OR

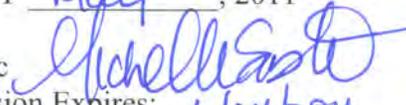
2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

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 May 12, 2011

Printed Name:  
Paul F. Wagner

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
12<sup>th</sup> DAY OF May, 2011

Notary Public   
My Commission Expires: 6/24/2011



\_\_\_\_\_  
Alien Registration number for non-citizens

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

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**Ne\*t Level  
Ne\*t Team**

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# Appendices

None



# *The Next Level*

**JACOBS®**

6801 Governors Lake Parkway  
Norcross, GA 30071  
t 770.455.8555 • f 770.455.7391

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## Appendix E –Cost Table Page I

Submitted by Jacobs Engineering Group Inc.

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 <sup>1</sup>	2013 <sup>1</sup>	2014 <sup>1</sup>	2015 <sup>1</sup>	Total 2012 – 2015
Public Works	\$516,752	\$532,254	\$548,222	\$564,669	\$2,161,897
Finance and Administrative Services	n/a	n/a	n/a	n/a	n/a
Planning and Zoning	\$358,386	\$369,138	\$380,212	\$391,619	\$1,499,355
Information Technology	n/a	n/a	n/a	n/a	n/a
Building Permits and Inspections*	n/a	n/a	n/a	n/a	n/a
Parks and Recreation	\$328,123	\$337,967	\$348,106	\$358,549	\$1,372,745
Public Relations and Marketing	\$191,908	\$197,665	\$203,595	\$209,703	\$802,870
<b>Total</b>	<b>\$1,395,169</b>	<b>\$1,437,024</b>	<b>\$1,480,135</b>	<b>\$1,524,539</b>	<b>\$5,836,868</b>

\*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.

<sup>1</sup> 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 Jacobs Engineering Group Inc.

Alternative Option One – Service Areas Included Public Works / Parks and Recreation / Planning and Zoning  
/ Public Relations and Marketing

Alternative Option Two – Service Areas Included Parks and Recreation / Planning and Zoning / Public  
Relations and Marketing

Alternative Option Three – Service Areas Included Parks and Recreation / Planning and Zoning

	Alternative Pricing Options				
	2012 <sup>1</sup>	2013 <sup>1</sup>	2014 <sup>1</sup>	2015 <sup>1</sup>	2012 - 2015
Alternative Option One	\$1,343,362	\$1,383,363	\$1,424,558	\$1,466,982	\$5,618,265
Alternative Option Two	\$814,097	\$838,519	\$863,675	\$889,585	\$3,405,876
Alternative Option Three	\$625,125	\$643,878	\$663,195	\$683,091	\$2,615,289

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

<sup>1</sup> 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 22, 2011

Printed Name and Title Paul F. Wagner, Vice President

Telephone Number 770-455-8555

Fax Number 770-455-7391

Email Address paul.wagner@jacobs.com

**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](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](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](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](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](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](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](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](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 31<sup>st</sup>. 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](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](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](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](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](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 15<sup>th</sup> 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](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](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](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](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?

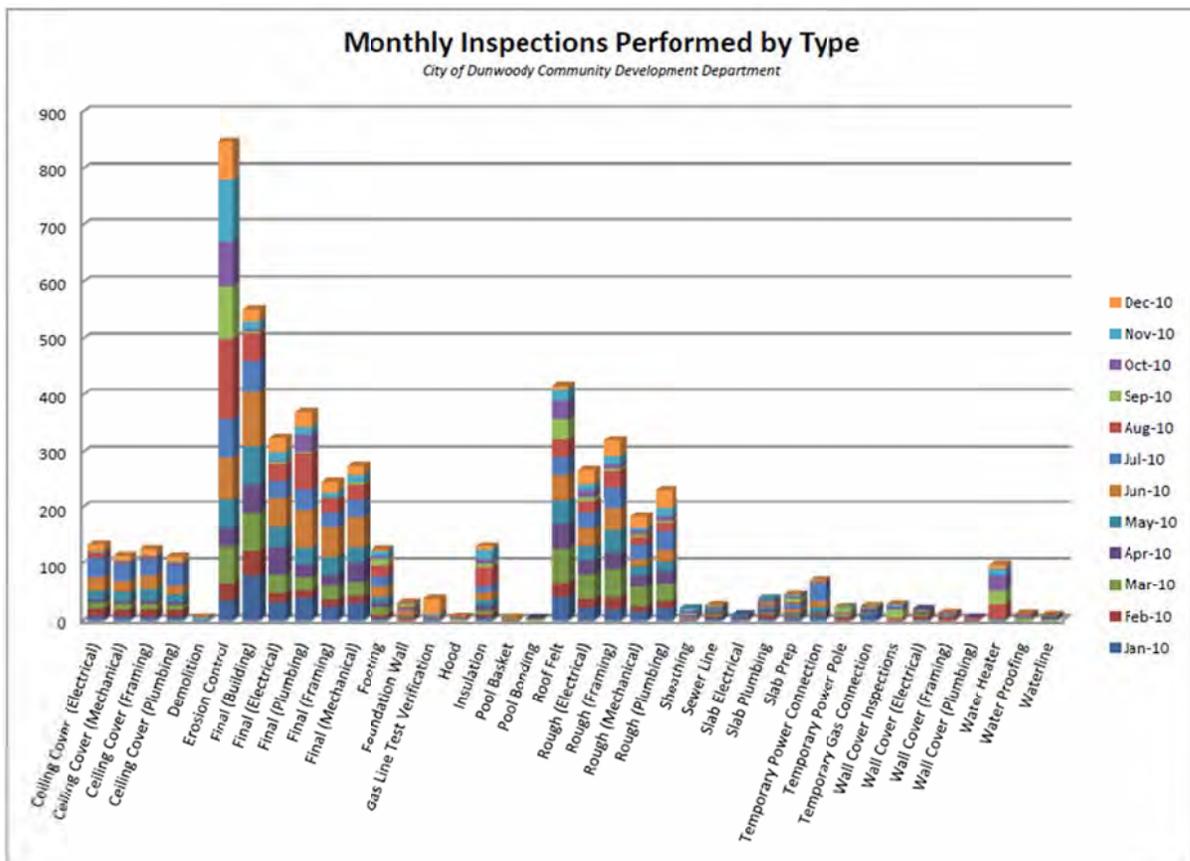
**A:** The Mayor will swear in all Code Enforcement employees that will be issuing citations.

**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](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](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](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](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](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 36<sup>th</sup> (or 48<sup>th</sup>) month of the contract at no additional expense to the City. If the contract is terminated prior to the 36<sup>th</sup> 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.**

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# 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](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](mailto: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](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](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](mailto: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:

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\_\_\_\_\_  
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 <sup>1</sup>	2013 <sup>1</sup>	2014 <sup>1</sup>	2015 <sup>1</sup>	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					
<b>Total</b>					

\*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.

<sup>1</sup> 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 <sup>1</sup>	2013 <sup>1</sup>	2014 <sup>1</sup>	2015 <sup>1</sup>	2012 - 2015
<b>Alternative Option One</b>					
<b>Alternative Option Two</b>					
<b>Alternative Option Three</b>					

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

<sup>1</sup> 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