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REQUEST FOR PROPOSALS

RFP 14-02

STANDBY STORMWATER REPAIR UNIT PRICE CONTRACT

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REQUEST FOR PROPOSALS (RFP) STANDBY STORMWATER REPAIR UNIT PRICE CONTRACT

Sealed Proposals for Purchasing RFP 14-02 Standby Stormwater Repair Unit Price Contractor will be received by the City of Dunwoody, hereinafter called "City." Service providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

This contract shall be for a three year period with an optional one year extension beginning approximately April 1, 2014.

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

A proposal must be submitted in a sealed envelope which shall be clearly marked RFP 14-02 and your company name. One (1) printed and signed unbound original, three (3) bound hard copies, including a printed copy of the furnished excel spreadsheet of the Unit Price Schedule, (1) electronic copy in PDF of the proposal and a completed copy of the excel spreadsheet Unit Price Schedule. **The proposal shall be submitted no later than 4:00pm on March 4, 2014.** (Proposals will not be submitted by facsimile or e-mail). At which time noted, all proposals received will be publicly opened and read. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

A Mandatory Pre-Proposal Conference will be held at 10:00am on February 14, 2014 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 period. Proposers are expected to be familiar with the proposal documents and to provide the City with any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for questions to be submitted.

Questions regarding proposals should be directed to purchasing@dunwoodyga.gov no later than 2:00pm on February 18, 2014. Proposals are legal and binding when submitted.

Proposal must be addressed as follows:

Purchasing Department
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

No Proposal may be withdrawn for a period of ninety (90) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

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

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

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

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

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678) 382-6750. Unauthorized communication by the proposer may disqualify the proposer from consideration.

Please note that Section 12 of the Instructions to Proposers describes irregularities in proposals that may cause them to be rejected by the City. Included in these irregularities are those such as conditions, limitations, or unauthorized alternative proposals which may require the City to reject a proposal. Please seek the City's written advice BEFORE you submit a proposal containing any of the irregularities described in Section 12 of the Instructions to Proposers.

PART ONE – SPECIFICATIONS

1.1 The purpose of this Request for Proposal (RFP) is to select qualified contractors for on-call standby stormwater system rehabilitation projects. Individual project cost will be based on the submitted Unit Prices per the contractor selected. The term of contract shall be for a three (3) year period with one (1) optional annual renewal.

1.2 The projects vary in magnitude and scope. Typical projects may include but are not limited to the following:

- Catch basin repair
- Installation of catch basins
- Repair storm drain pipes
- Replace sections of storm drain pipes
- Slope stabilization
- Rip-rap placement
- Channel stabilization
- TV Video of storm drain systems
- Cleaning out pipes and detention ponds
- Repairing detention ponds
- Concrete driveways, sidewalks and curb and gutter systems
- Asphalt paving
- Landscaping including grassing, mulch, shrubs
- Traffic control. Typical project sizes may range from \$2,500 to \$100,000.00. Contractors are to have the capability of providing coordination with affected utilities, erosion and sediment control, tree protection, and traffic control as needed. The selected contractor (s) may also be requested to provide shop drawings for certain repair items.

1.3 All work will be performed and completed to the complete satisfaction and acceptance of the City. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship and improper adjustment. Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

1.4 Some projects that will require all work to be performed at night and/or weekends.

1.5 The City will waive any permitting fees for the individual projects.

PART TWO – PROPOSAL CONTENTS

Four (4) copies of the proposal (one original and three copies) including a printed copy of the furnished excel spreadsheet of the Unit Price Schedule, should be submitted in a sealed envelope. Proposals must be submitted in a sealed envelope which shall be clearly marked Purchasing RFP 14-02. Additionally provide one (1) electronic copy in PDF of the proposal and return a completed copy of the excel spreadsheet Unit Price Schedule. To aid in thorough and consistent review, the proposal shall be submitted on one-sided 8½" x 11" pages in no smaller than 10-point font and shall be organized and numbered to correspond to Section I through Section IV, with particular emphasis given to Section II:

2.1 SECTION I – Each proposal shall include a Title Page and a Table of Contents. The Title Page should identify the project; the name of the firm, name of the firm's primary contact, address, telephone number, fax number and email address. The Table of Contents shall contain the sections and corresponding page number for the items listed below. All pages of the proposal must be clearly identified and consecutively numbered and correspond to the Table of Contents.

2.2 SECTION II – Each proposer shall document its staff, experience and qualifications by describing the contractors experience with similar projects and the manner in which it plans to manage and staff the awarded contract, including the resumes of key and critical personnel, to successfully complete the project objectives.

- 2.2.1 Qualifications, including experience in the proposed project methodology and public sector and/or municipal experience;
- 2.2.2 Summary of experience, including the number of years of relevant experience and representative project experience with project name, client and date performed;
- 2.2.3 Description of any specialty equipment or capabilities;
- 2.2.4 Other supporting documentation which demonstrates the ability to successfully perform the work;
- 2.3 SECTION III – Unit Price Schedule
- 2.4 SECTION IV – Each proposer is required to include three (3) verifiable references. Each proposer may, but is not required to include qualifications, resumes, and any other materials for similar contracts.
- 2.5 SECTION V – Required forms (acknowledgement of agenda, etc.)

PART THREE - EVALUATION OF PROPOSALS

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

- 3.1 The City, in its discretion, may award the Contract(s) to the responsible and responsive proposer(s) submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered. The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:
 - 3.1.1 Copy of business license and proof of being in business at least seven (7) years. Provide copy of the State Utility Contractor's License with name and phone of the registered agent.
 - 3.1.2 Name and telephone number of the Contractor's designated contact.
 - 3.1.3 Project Personnel: Provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and in fields necessary to complete this proposed work.
 - 3.1.4 Similar Experience: List and describe your firm's projects worked on in the past five years that best match the scope and intent of the various projects. Identify unique constraints or challenges associated with those projects and how you addressed those in order to deliver a successful project. The City may request samples of comparable work during the proposal review process.
 - 3.1.5 Verifiable references of similar projects.
 - 3.1.6 The Unit Price Schedule
- 3.2 The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

Qualifications – 50%

Cost – 50%

UNIT PRICE SCHEDULE

| Item | Unit | Unit Price |
|---|----------|------------|
| General Conditions | | |
| Mobilization | EA | \$ |
| Out of Scope Work, Foreman | HR | \$ |
| Out of Scope Work, Laborer | HR | \$ |
| | | |
| Traffic Control | | |
| Traffic Control Major (Detours etc. for road closure complete) | Per Day | \$ |
| Traffic Control Minor (Two flagman, etc.) | Per Day | \$ |
| Mobile Electronic Detour Signs | Per Day | \$ |
| | | |
| | | |
| TV Inspection and Jet-Vac Cleaning | | |
| TV Storm Lines (includes DVD & Report) | LF | \$ |
| Visual Inspection (Pictures), per Project (During Construction) | EA | \$ |
| Hydro-Excavation (Complete) | Per Hour | \$ |
| | | |
| | | |
| Storm Line Cleaning (less than 25% full) | | |
| 12" PIPE - Cleaning less than 25% full | LF | \$ |
| 15" PIPE - Cleaning less than 25% full | LF | \$ |
| 18" PIPE - Cleaning less than 25% full | LF | \$ |
| 21" PIPE - Cleaning less than 25% full | LF | \$ |
| 24" PIPE - Cleaning less than 25% full | LF | \$ |
| 30" PIPE - Cleaning less than 25% full | LF | \$ |
| 36" PIPE - Cleaning less than 25% full | LF | \$ |
| 42" PIPE - Cleaning less than 25% full | LF | \$ |
| 48" PIPE - Cleaning less than 25% full | LF | \$ |
| 54" PIPE - Cleaning less than 25% full | LF | \$ |
| 60" PIPE - Cleaning less than 25% full | LF | \$ |
| 66" PIPE - Cleaning less than 25% full | LF | \$ |
| 72" PIPE - Cleaning less than 25% full | LF | \$ |
| 78" PIPE - Cleaning less than 25% full | LF | \$ |
| 84" PIPE - Cleaning less than 25% full | LF | \$ |
| 90" PIPE - Cleaning less than 25% full | LF | \$ |
| 96" PIPE - Cleaning less than 25% full | LF | \$ |
| | | |
| Storm Line Cleaning (25% full or greater) | | |
| 12" PIPE - Cleaning 25% full or greater | LF | \$ |
| 15" PIPE - Cleaning 25% full or greater | LF | \$ |
| 18" PIPE - Cleaning 25% full or greater | LF | \$ |

| | | |
|--|----|----|
| 21" PIPE - Cleaning 25% full or greater | LF | \$ |
| 24" PIPE - Cleaning 25% full or greater | LF | \$ |
| 30" PIPE - Cleaning 25% full or greater | LF | \$ |
| 36" PIPE - Cleaning 25% full or greater | LF | \$ |
| 42" PIPE - Cleaning 25% full or greater | LF | \$ |
| 48" PIPE - Cleaning 25% full or greater | LF | \$ |
| 54" PIPE - Cleaning 25% full or greater | LF | \$ |
| 60" PIPE - Cleaning 25% full or greater | LF | \$ |
| 66" PIPE - Cleaning 25% full or greater | LF | \$ |
| 72" PIPE - Cleaning 25% full or greater | LF | \$ |
| 78" PIPE - Cleaning 25% full or greater | LF | \$ |
| 84" PIPE - Cleaning 25% full or greater | LF | \$ |
| 90" PIPE - Cleaning 25% full or greater | LF | \$ |
| 96" PIPE - Cleaning 25% full or greater | LF | \$ |
| | | |
| Specialty Storm Line Cleaning, | | |
| Applicable to heavy roots, Large diameter rocks, large debris, etc | | |
| 12" to 36" PIPE | LF | \$ |
| 42" to 96" PIPE | LF | \$ |
| | | |
| Spiral Rib Corr. Steel Pipe (14 ga. Tp. 2 Alum) | | |
| Includes excavation, backfill, & compaction | | |
| 15" SRCMP | LF | \$ |
| 18" SRCMP | LF | \$ |
| 24" SRCMP | LF | \$ |
| 30" SRCMP | LF | \$ |
| 36" SRCMP | LF | \$ |
| 42" SRCMP | LF | \$ |
| 48" SRCMP | LF | \$ |
| 54" SRCMP | LF | \$ |
| 60" SRCMP | LF | \$ |
| 72" SRCMP | LF | \$ |
| 84" SRCMP | LF | \$ |
| 96" SRCMP | LF | \$ |
| | | |
| Reinforced Concrete Pipe (RCP) Tp 3 | | |
| Includes excavation, backfill, & compaction | | |
| 18" RCP | LF | \$ |
| 24" RCP | LF | \$ |
| 30" RCP | LF | \$ |
| 36" RCP | LF | \$ |
| 42" RCP | LF | \$ |

| | | |
|--|----|----|
| 48" RCP | LF | \$ |
| 54" RCP | LF | \$ |
| 60" RCP | LF | \$ |
| 72" RCP | LF | \$ |
| High Density Polyethaline Pipe (HDPE) | | |
| Includes excavation, backfill, & compaction | | |
| 15" HDPE | LF | \$ |
| 18" HDPE | LF | \$ |
| 24" HDPE | LF | \$ |
| 30" HDPE | LF | \$ |
| 36" HDPE | LF | \$ |
| 42" HDPE | LF | \$ |
| 48" HDPE | LF | \$ |
| 54" HDPE | LF | \$ |
| 60" HDPE | LF | \$ |
| 72" HDPE | LF | \$ |
| Additional Depth for Pipes | | |
| Includes excavation, backfill, & compaction | | |
| Invert >8.1' to 12' | LF | \$ |
| Invert >12' | LF | \$ |
| Metal Flared End Sections: (GADOT STD 1120) | | |
| 18" MFES 16 Gauge In Place | EA | \$ |
| 24" MFES 14 Gauge In Place | EA | \$ |
| 30" MFES 14 Gauge In Place | EA | \$ |
| 36" MFES 14 Gauge In Place | EA | \$ |
| 42" MFES 14 Gauge In Place | EA | \$ |
| Metal Safety End Sections: 4:1 Slope GADOT Special Detail | | |
| 18" SFES 16 Gauge In Place | EA | \$ |
| 24" SFES 16 Gauge In Place | EA | \$ |
| 30" SFES 12 Gauge In Place | EA | \$ |
| 36" SFES 12 Gauge In Place | EA | \$ |
| 42" SFES 12 Gauge In Place | EA | \$ |
| 48" SFES 12 Gauge In Place | EA | \$ |
| Precast Concrete Flared End Section | | |
| 18" CFES In Place | EA | \$ |
| 24" CFES In Place | EA | \$ |
| 30" CFES In Place | EA | \$ |

| | | |
|--|----|------|
| 36" CFES In Place | EA | \$ |
| 42" CFES In Place | EA | \$ - |
| | | |
| Precast Headwalls | | |
| Precast Headwall for 18" Pipe | EA | \$ |
| Precast Headwall for 24" Pipe | EA | \$ |
| Precast Headwall for 30" Pipe | EA | \$ |
| Precast Headwall for 36" Pipe | EA | \$ |
| Precast Headwall for 42" Pipe | EA | \$ |
| Precast Headwall for 48" Pipe | EA | \$ |
| | | |
| Precast Headwall for 18" Pipe w/ Velocity Dissipater | EA | \$ |
| Precast Headwall for 24" Pipe w/ Velocity Dissipater | EA | \$ |
| Precast Headwall for 30" Pipe w/ Velocity Dissipater | EA | \$ |
| Precast Headwall for 36" Pipe w/ Velocity Dissipater | EA | \$ |
| Precast Headwall for 42" Pipe w/ Velocity Dissipater | EA | \$ |
| Precast Headwall for 48" Pipe w/ Velocity Dissipater r | EA | \$ |
| | | |
| Cast-in-Place Concrete Headwall | | |
| Cast-in-Place Concrete Headwall- Dekalb Std. Detail | CY | \$ |
| Cast-in-Place Concrete Headwall- GDOT Std. Det. 1125 | CY | \$ |
| | | |
| Brick-in-Place Headwall | | |
| Brick Headwall for 18" Pipe | EA | \$ |
| Brick Headwall for 24" Pipe | EA | \$ |
| Brick Headwall for 30" Pipe | EA | \$ |
| Brick Headwall for 36" Pipe | EA | \$ |
| Brick Headwall for 42" Pipe | EA | \$ |
| Brick Headwall for 48" Pipe | EA | \$ |
| Brick Headwall for 54" Pipe | EA | \$ |
| Brick Headwall for 60" Pipe | EA | \$ |
| Brick Headwall for 72" Pipe | EA | \$ |
| | | |
| Rubble Masonry Headwalls (per Dekalb Co. or Gwinnett Co, Standards) | | |
| Rubble Headwall for 18" Pipe | EA | \$ |
| Rubble Headwall for 24" Pipe | EA | \$ |
| Rubble Headwall for 30" Pipe | EA | \$ |
| Rubble Headwall for 36" Pipe | EA | \$ |
| | | |
| Flowable Paved Pipe Invert | | |
| 18" Diameter | LF | \$ |
| 24" Diameter | LF | \$ |

| | | |
|---|----|----|
| 30" Diameter | LF | \$ |
| 36" Diameter | LF | \$ |
| 42" Diameter | LF | \$ |
| 48" Diameter | LF | \$ |
| 60" Diameter | LF | \$ |
| 72" Diameter | LF | \$ |
| 96" Diameter | LF | \$ |
| | | |
| Internal Pipe Point Repairs (Including cutting, trimming, jacking, etc.) | | |
| 18" Diameter | LF | \$ |
| 24" Diameter | LF | \$ |
| 30" Diameter | LF | \$ |
| 36" Diameter | LF | \$ |
| 42" Diameter | LF | \$ |
| 48" Diameter | LF | \$ |
| 60" Diameter | LF | \$ |
| 72" Diameter | LF | \$ |
| 96" Diameter | LF | \$ |
| | | |
| Storm Drain Catch Basins | | |
| New Std. Catch Basins shall be GDOT 1033/1034 or Dekalb Stds. | | |
| | | |
| 4'-Dia. Brick Catch Basin GADOT 1033/1034 | VF | \$ |
| 5'-Dia. Brick Catch Basin GADOT 1033/1034 | VF | \$ |
| 6'-Dia. Brick Catch Basin GADOT 1033/1034 | VF | \$ |
| | | |
| 4'-Dia. Precast Catch Basin GADOT 1033/1034 | VF | \$ |
| 5'-Dia. Precast Catch Basin GADOT 1033/1034 | VF | \$ |
| 6'-Dia. Precast Catch Basin GADOT 1033/1034 | VF | \$ |
| | | |
| Storm Drain Inlets & Manholes | | |
| New Std. Inlet shall be GDOT 1019/1011 or Dekalb Stds. | | |
| | | |
| Brick Square Inlets | | |
| 4' Square Brick Inlet w/ Flush Grate Only | VF | \$ |
| 5' Square Brick Inlet w/ Flush Grate Only | VF | \$ |
| 6' Square Brick Inlet w/ Flush Grate Only | VF | \$ |
| | | |
| 4' Square Brick Inlet w/ Curb Hood & Grate | VF | \$ |
| 5' Square Brick Inlet w/ Curb Hood & Grate | VF | \$ |
| 6' Square Brick Inlet w/ Curb Hood & Grate | VF | \$ |
| | | |

| | | |
|---|----|----|
| 4' Square Brick Inlet w/ Pedestal Top & Grate | VF | \$ |
| 5' Square Brick Inlet w/ Pedestal Top & Grate | VF | \$ |
| 6' Square Brick Inlet w/ Pedestal Top & Grate | VF | \$ |
| Brick Round Inlets | | |
| 4' Round Brick Inlet w/ Flush Grate Only | VF | \$ |
| 5' Round Brick Inlet w/ Flush Grate Only | VF | \$ |
| 6' Round Brick Inlet w/ Flush Grate Only | VF | \$ |
| Brick Round Inlets | | |
| 4' Round Brick Inlet w/ Curb Hood & Grate | VF | \$ |
| 5' Round Brick Inlet w/ Curb Hood & Grate | VF | \$ |
| 6' Round Brick Inlet w/ Curb Hood & Grate | VF | \$ |
| Brick Round Inlets | | |
| 4' Round Brick Inlet w/ Pedestal Top & Grate or MH Ring & Cover | VF | \$ |
| 5' Round Brick Inlet w/ Pedestal Top & Grate or MH Ring & Cover | VF | \$ |
| 6' Round Brick Inlet w/ Pedestal Top & Grate or MH Ring & Cover | VF | \$ |
| Precast Square Inlets | | |
| 4' Square Precast Inlet w/ Flush Grate Only | VF | \$ |
| 5' Square Precast Inlet w/ Flush Grate Only | VF | \$ |
| 6' Square Precast Inlet w/ Flush Grate Only | VF | \$ |
| Precast Square Inlets | | |
| 4' Square Precast Inlet w/ Curb Hood & Grate | VF | \$ |
| 5' Square Precast Inlet w/ Curb Hood & Grate | VF | \$ |
| 6' Square Precast Inlet w/ Curb Hood & Grate | VF | \$ |
| Precast Square Inlets | | |
| 4' Square Precast Inlet w/ Pedestal Top & Grate | VF | \$ |
| 5' Square Precast Inlet w/ Pedestal Top & Grate | VF | \$ |
| 6' Square Precast Inlet w/ Pedestal Top & Grate | VF | \$ |
| Precast Round Inlets | | |
| 4' Round Precast Inlet w/ Flush Grate Only | VF | \$ |
| 5' Round Precast Inlet w/ Flush Grate Only | VF | \$ |
| 6' Round Precast Inlet w/ Flush Grate Only | VF | \$ |
| Precast Round Inlets | | |
| 4' Round Precast Inlet w/ Curb Hood & Grate | VF | \$ |
| 5' Round Precast Inlet w/ Curb Hood & Grate | VF | \$ |
| 6' Round Precast Inlet w/ Curb Hood & Grate | VF | \$ |
| Precast Round Inlets | | |
| 4' Round Precast Inlet w/ Pedestal Top & Grate or MH Ring & Cover | VF | \$ |
| 5' Round Precast Inlet w/ Pedestal Top & Grate or MH Ring & Cover | VF | \$ |
| 6' Round Precast Inlet w/ Pedestal Top & Grate or MH Ring & Cover | VF | \$ |

| | | |
|---|----|----|
| | | |
| Square Brick Manholes | | |
| 4' Square Brick Manhole w/ Manhole Ring & Cover | VF | \$ |
| 5' Square Brick Manhole w/ Manhole Ring & Cover | VF | \$ |
| 6' Square Brick Manhole w/ Manhole Ring & Cover | VF | \$ |
| | | |
| Round Brick Manholes | | |
| 4' Round Brick Manhole w/ Manhole Ring & Cover | VF | \$ |
| 5' Round Brick Manhole w/ Manhole Ring & Cover | VF | \$ |
| 6' Round Brick Manhole w/ Manhole Ring & Cover | VF | \$ |
| | | |
| Square Precast Manholes | | |
| 4' Square Precast Manhole w/ Manhole Ring & Cover | VF | \$ |
| 5' Square Precast Manhole w/ Manhole Ring & Cover | VF | \$ |
| 6' Square Precast Manhole w/ Manhole Ring & Cover | VF | \$ |
| | | |
| Round Precast Manholes | | |
| 4' Round Precast Manhole w/ Manhole Ring & Cover | VF | \$ |
| 5' Round Precast Manhole w/ Manhole Ring & Cover | VF | \$ |
| 6' Round Precast Manhole w/ Manhole Ring & Cover | VF | \$ |
| | | |
| Miscellaneous & Special Structures/Components | | |
| 4' Dia. Pedestal Top with Inlet Frame and Grate | EA | \$ |
| 5' Dia. Pedestal Top with Inlet Frame and Grate | EA | \$ |
| 6' Dia. Pedestal Top with Inlet Frame and Grate | EA | \$ |
| | | |
| 4' Dia. Pedestal Top with MH Ring & Cover | EA | \$ |
| 5' Dia. Pedestal Top with MH Ring & Cover | EA | \$ |
| 6' Dia. Pedestal Top with MH Ring & Cover | EA | \$ |
| | | \$ |
| 4' Dia Round to Square | EA | \$ |
| 5' Dia Round to Square | EA | \$ |
| 6' Dia Round to Square | EA | \$ |
| | | |
| Precast Replacement Top Only for Single Wing, w/ Ring & Cover, not including throat | EA | \$ |
| Precast Replacement Top Only for Double Wing w/Ring & Cover, not including throat | EA | \$ |
| 4'x4' Precast Top w/ MH Ring and Cover | EA | \$ |
| 5'x5' Precast Top w/ MH Ring and Cover | EA | \$ |
| Cast-in-Place Top Only w/Ring & Cover | CY | \$ |
| Cast-in-Place Throat Only | CY | \$ |
| | | |

| | | | |
|--|----|----|---|
| Invert Installation, 4' Diameter | EA | \$ | |
| Invert Installation, 5' Diameter | EA | \$ | |
| Invert Installation, 6' Diameter | EA | \$ | |
| Invert Installation, other configurations | SF | \$ | |
| | | | |
| Uncover Buried Junction Box (<4') | EA | \$ | |
| Uncover Buried Junction Box (4'-7.9') | EA | \$ | |
| Uncover Buried Junction Box (8'-11.9') | EA | \$ | |
| Uncover Buried Junction Box (>12') | EA | \$ | |
| | | | |
| Grout Connection To Structure | | | |
| 12" Grout Each End to Structure | EA | \$ | - |
| 15" Grout Each End to Structure | EA | \$ | - |
| 18" Grout Each End to Structure | EA | \$ | - |
| 21" Grout Each End to Structure | EA | \$ | - |
| 24" Grout Each End to Structure | EA | \$ | - |
| 27" Grout Each End to Structure | EA | \$ | - |
| 30" Grout Each End to Structure | EA | \$ | - |
| 36" Grout Each End to Structure | EA | \$ | - |
| 42" Grout Each End to Structure | EA | \$ | - |
| 48" Grout Each End to Structure | EA | \$ | - |
| 54" Grout Each End to Structure | EA | \$ | - |
| 60" Grout Each End to Structure | EA | \$ | - |
| 66" Grout Each End to Structure | EA | \$ | - |
| 72" Grout Each End to Structure | EA | \$ | - |
| Grout all joint, cracks & holes, in structures, complete | EA | \$ | - |
| | | | |
| LINING REQUIREMENTS | | | |
| Cured In Place Pipe Liner (CIPP) - (12' or less in depth) | | | |
| Includes Pre and Post Television Inspections during lining | | | |
| 12" PIPE - 7.5mm (.2953") | LF | \$ | |
| 15" PIPE - 7.5mm (.2953") | LF | \$ | |
| 18" PIPE - 8.0mm (.315") | LF | \$ | |
| 21" PIPE - 10.0mm (.3937") | LF | \$ | |
| 24" PIPE - 10.0mm (.3937") | LF | \$ | |
| 30" PIPE - 12.5mm (.4921") | LF | \$ | |
| 36" PIPE - 16.0mm (.6299") | LF | \$ | |
| 42" PIPE - 18.0mm (.7087") | LF | \$ | |
| 48" PIPE - 21.0mm (.8268") | LF | \$ | |
| 54" PIPE - 24.0mm (.9449") | LF | \$ | |
| 60" PIPE - 28.5mm (1.122") | LF | \$ | |
| 66" PIPE - 30.0mm (1.1811") | LF | \$ | |

| | | |
|---|------|----|
| 72" PIPE - 32.5mm (1.2795") | LF | \$ |
| 78" PIPE - 33.0mm (1.2992") | LF | \$ |
| 84" PIPE - 35.5mm (1.3976") | LF | \$ |
| 90" PIPE - 38.0mm (1.4961") | LF | \$ |
| 96" PIPE - 40.5mm (1.5945") | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 12" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 15" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 18" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 21" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 24" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 30" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 36" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 42" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 48" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 54" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 60" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 66" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 72" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 78" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 84" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 90" PIPE | LF | \$ |
| Additional Cost Per 1.5mm (.0591") Thickness - 96" PIPE | LF | \$ |
| | | |
| Inversion Setup | | |
| Inversion Setup Charge 15"- 36" CIPP | EACH | \$ |
| Inversion Setup Charge 42"- 60" CIPP | EACH | \$ |
| Inversion Setup Charge 66"- 96" CIPP | EACH | \$ |
| | | |
| Spin Cast Lining | | |
| 30" Cent. Spin Cast Lining | LF | \$ |
| 36" Cent. Spin Cast Lining | LF | \$ |
| 42" Cent. Spin Cast Lining | LF | \$ |
| 48" Cent. Spin Cast Lining | LF | \$ |
| 54" Cent. Spin Cast Lining | LF | \$ |
| 60" Cent. Spin Cast Lining | LF | \$ |
| 66" Cent. Spin Cast Lining | LF | \$ |
| 72" Cent. Spin Cast Lining | LF | \$ |
| | | |
| Slip Lining w/HDPE, Includes Grouting | | |
| 15" Slip Lining | LF | \$ |
| 18" Slip Lining | LF | \$ |
| 24" Slip Lining | LF | \$ |

| | | |
|--|----|----|
| 30" Slip Lining | LF | \$ |
| 36" Slip Lining | LF | \$ |
| 42" Slip Lining | LF | \$ |
| 48" Slip Lining | LF | \$ |
| 54" Slip Lining | LF | \$ |
| 60" Slip Lining | LF | \$ |
| | | |
| Slip Lining with Snap-Tite HDPE (AASHTO M326), Include Grouting | | |
| 12.75" OD | LF | \$ |
| 14" OD | LF | \$ |
| 18" OD | LF | \$ |
| 20" OD | LF | \$ |
| 24" OD | LF | \$ |
| 32" OD | LF | \$ |
| 36" OD | LF | \$ |
| 42" OD | LF | \$ |
| 48" OD | LF | \$ |
| 54" OD | LF | \$ |
| 63" OD | LF | \$ |
| | | |
| Styrene Free - Cured In Place Pipe Liner (12' or Less in Depth) | | |
| Styrene Free 12" PIPE - 7.5mm | LF | \$ |
| Styrene Free 15" PIPE - 7.5mm | LF | \$ |
| Styrene Free 18" PIPE - 8.0mm | LF | \$ |
| Styrene Free 21" PIPE - 10.0mm | LF | \$ |
| Styrene Free 24" PIPE - 10.0mm | LF | \$ |
| Styrene Free 30" PIPE - 12.5mm | LF | \$ |
| Styrene Free 36" PIPE - 16.0mm | LF | \$ |
| Styrene Free 42" PIPE - 18.0mm | LF | \$ |
| Styrene Free 48" PIPE - 21.0mm | LF | \$ |
| Styrene Free 54" PIPE - 24.0mm | LF | \$ |
| Styrene Free 60" PIPE - 28.5mm | LF | \$ |
| Styrene Free 66" PIPE - 30.0mm | LF | \$ |
| Styrene Free 72" PIPE - 32.5mm | LF | \$ |
| Styrene Free 78" PIPE - 33.0mm | LF | \$ |
| Styrene Free 84" PIPE - 35.5mm | LF | \$ |
| Styrene Free 90" PIPE - 38.0mm | LF | \$ |
| Styrene Free 96" PIPE - 40.5mm | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 12" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 15" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 18" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 21" PIPE | LF | \$ |

| | | |
|---|-----|----|
| Additional Cost Per 1.5mm Thickness Styrene Free - 24" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 30" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 36" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 42" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 48" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 54" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 60" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 66" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 72" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 78" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 84" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 90" PIPE | LF | \$ |
| Additional Cost Per 1.5mm Thickness Styrene Free - 96" PIPE | LF | \$ |
| | | |
| Cast in Place Concrete | | |
| Paved Ditch/Swale (4" Thick) | SY | \$ |
| Driveway 4" Concrete (Residential w/4" of GAB included) | SY | \$ |
| Driveway 6" Concrete (Commercial w/6" of GAB included) | SY | \$ |
| Driveway 8" Concrete (Commercial w/6" of GAB included) | SY | \$ |
| Regular Duty Sidewalk (4" Thick, 3000 psi) <5' length | SY | \$ |
| Regular Duty Sidewalk (4" Thick, 3000 psi) 5'-10' length | SY | \$ |
| Regular Duty Sidewalk (4" Thick, 3000 psi) 11'-20' length | SY | \$ |
| Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi) <5' length | SY | \$ |
| Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi) 5'-10' length | SY | \$ |
| Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi) 11'-20' length | SY | \$ |
| Heavy Duty Sidewalk (6" w/Wire Mesh, & 3500 psi) <5' length | SY | \$ |
| Heavy Duty Sidewalk (6" w/Wire Mesh, & 3500 psi) 5'-10' length | SY | \$ |
| Heavy Duty Sidewalk (6" w/Wire Mesh, & 3500 psi) 11'-20' length | SY | \$ |
| Curb & Gutter 6"x24"x12" High Back | LF | \$ |
| Curb & Gutter 6"x30"x12" High Back | LF | \$ |
| Curb and Gutter 6"x24"x10" Roll Back | LF | \$ |
| Straight Header Curb | LF | \$ |
| Concrete Drainage Structures Poured In Place w/ Steel | CY | \$ |
| High Early Strength (5000 psi) | CY | \$ |
| | | |
| Road Restoration | | |
| Graded Aggregate Base | Ton | \$ |
| Crusher Run Stone | Ton | \$ |
| Asphaltic Concrete Binder Course | Ton | \$ |
| Asphaltic Concrete Surface Course | Ton | \$ |
| Tack Coat | Gal | \$ |
| 2" Asph. Con. Hot Mix for Trench Cap | Ton | \$ |

| | | |
|--|----|----|
| 8" Thick 3000 psi- Concrete Trench Cap | CY | \$ |
| | | |
| Earthwork & Grading | | |
| Tree Removal 6"-12" | EA | \$ |
| Tree Removal 13"-23" | EA | \$ |
| Tree Removal >23" | EA | \$ |
| Clear & Grubbing | SY | \$ |
| Channel Excavation | CY | \$ |
| Additional Excavation | CY | \$ |
| Haul-In Structural Fill Material | CY | \$ |
| Haul-Off Soil Material | CY | \$ |
| Finish Grading | SY | \$ |
| Trench Rock Excavation | CY | \$ |
| Debris Removal | CY | \$ |
| | | |
| Erosion Control | | |
| Stone Rip Rap Type I In Place | SY | \$ |
| Stone Rip Rap Type III In Place | SY | \$ |
| Stone Grouted Rip Rap 12" Installed | SY | \$ |
| Install & Remove Type A Silt Fence | LF | \$ |
| Install & Remove Type C Silt Fence | LF | \$ |
| Install & Remove Type C Silt Fence - Alternative | LF | \$ |
| Inlet Sediment Traps - Silt Fence Sd2 | EA | \$ |
| Rock Bags for curb inlet/CB sediment Protection | EA | \$ |
| Install & Remove Orange Tree Save Fence | LF | \$ |
| Gabion Structures (GDOT Section 626 & 809) | CY | \$ |
| Permanent Soil Reinf Mat Installed | SY | \$ |
| Organic Material Fiber Blanket Installed | SY | \$ |
| Seed & Straw (Permanent Grassing) | SY | \$ |
| Seed & Straw (Temporary Grassing) | SY | \$ |
| Sodding Complete-Fescue | SY | \$ |
| Sodding Complete-Bermuda | SY | \$ |
| Sodding Complete-Zoyzia | SY | \$ |
| Sodding Complete-Centipede | SY | \$ |
| Topsoil Compete | CY | \$ |
| Pine Straw | SY | \$ |
| Straw Mulch | SY | \$ |
| Tree Replacement 2-1/2" Hardwood, Installed | EA | \$ |
| Tree Replacement 2-1/2" Pine, Installed | EA | \$ |
| Shrub Replacement: 1 gallon, installed | EA | \$ |
| Shrub Replacement: 3 gallon, installed | EA | \$ |
| Shrub Replacement: 5 gallon, installed | EA | \$ |

| | | |
|--|----------|----|
| Shrub Replacement: 7 gallon, installed | EA | \$ |
| Bedding Flower per flat of 18, installed | SY | \$ |
| | | |
| Miscellaneous Items | | |
| Connect to Existing Structures | EA | \$ |
| Debris Removal, Tandem Dump Truck | Per Load | \$ |
| Removal of Existing Non Drainage Structure | EA | \$ |
| Removal of Existing Drainage Structure | EA | \$ |
| Remove Existing Pipe all Types and Sizes | LF | \$ |
| Saw Cut Existing Pavements | LF | \$ |
| Stone #57 | TON | \$ |
| Surge Stone | TON | \$ |
| No. 3's and 4's Stone | TON | \$ |
| Roll-Off Dumpster | Per Day | \$ |
| Relocate Existing Residential Water Meter, Including Box | EA | \$ |
| Install Thermal Barrier to protect water service line or other utilities | SF | \$ |
| Bypass pumping setup-equipment and hose placement | EA | \$ |
| 4" Pumping Operation Time | HR | \$ |
| 6" Pumping Operation Time | HR | \$ |
| 8" Pumping Operation Time | HR | \$ |
| 10" Pumping Operation Time | HR | \$ |
| 12" Pumping Operation Time | HR | \$ |
| Temporary 4' Chain Link Fence | LF | \$ |
| Remove and Replace Existing 4' Galvanized Standard Chain Link Fence Residential | LF | \$ |
| Remove and Replace Existing 5' Galvanized Standard Chain Link Fence Residential | LF | \$ |
| Remove and Replace Existing 4' Black Vinyl Standard Chain Link Fence Residential | LF | \$ |
| Remove and Replace Existing 5' Black Vinyl Standard Chain Link Fence Residential | LF | \$ |
| Steel Plates (Typ. 5'x8' Size) | EA/Day | \$ |
| Reset Existing Headwall | EA | \$ |
| | | |

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

CONTRACT REFERENCES

List below customers for whom you have provided similar services in the past or with whom you are presently contracting. Ensure references below have been contacted and agree to provide the City with a reference including answers to questions posed by the City. References should relate to services of a type similar to the obligations presented in this proposal.

- 1. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
PHONE NO.: _____
E-MAIL: _____

- 2. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
PHONE NO.: _____
E-MAIL: _____

- 3. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
PHONE NO.: _____
E-MAIL: _____

Company Name: _____

PROPOSAL FORM
RFP 14-02 STANDBY STORMWATER REPAIR UNIT CONTRACT

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

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

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 14-02 STANDBY STORMWATER REPAIR UNIT CONTRACT, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

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

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

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

| Addendum No. | Date | Addendum No. | Date | Addendum No. | Date |
|--------------|-------|--------------|-------|--------------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

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

Company Name: _____

Work is to commence on or about April 1, 2014. This contract shall be for three year period with a one year City option for extension.

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

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

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

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

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

Legal Business Name _____

Federal Tax ID _____

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

SAMPLE CONTRACT ONLY**AGREEMENT BETWEEN THE CITY OF DUNWOODY AND _____**
_____,' _____

This Agreement (the "Agreement") is made this ___ day of _____, **2014**, by and between _____, _____ (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH:

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

WHEREAS, the City of Dunwoody solicited an Request for Proposal for STANDBY STORMWATER REPAIR UNIT PRICE CONTRACT for the Department of Public Works for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment , tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the standards set forth in the RFP, together with the foregoing proposal made by the Contractor and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Public Works Director or his representative. The Request for Proposal is referenced, attached and incorporated herein as Exhibit A; and

WHEREAS, Company is willing and able to render said services;

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

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required STANDBY STORMWATER REPAIR UNIT PRICE CONTRACT project as described in its entirety to the specifications as directed by the Dunwoody Public Works Director or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. In consideration for Services, Dunwoody shall pay to Company a fee not to exceed the cost described in the proposal, Exhibit "B," specifically marked Bid Form. The full cost of

said services, as presented in the Request for Proposal, shall not exceed \$_____ for UNIT PRICE SCHEDULE detailed in STANDBY STORMWATER PEPAIR UNIT PRICE CONTRACT.

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

3. Relationship of Parties.

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

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

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

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the project as described in the Proposal, but in any event no later than December 31, 2014. If the Project has not been completed by December 31, 2014, this Agreement shall automatically renew for an additional one-year or part of the year necessary to conclude the project unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written thirty (30) days' notice to Company.

5. Termination For Cause and For Convenience.

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

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;

- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

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

6. Compensation in Event of Termination.

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

7. Termination of Services and Return of Property.

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

8. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

9. Conflicts of Interest.

Company warrants and represents that:

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

10. Proprietary Information

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

11. Insurance.

Company agrees to defend, indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "D".

12. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

13. Notices.

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

If to the City:

With copies to:

City Manager
Dunwoody City Hall
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

City Clerk
Dunwoody City Hall
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

If to the Company:

Attn: _____

14. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

15. Waiver of Breach.

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

16. Severability.

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

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

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

CITY OF DUNWOODY, GEORGIA

By: _____
Michael G. Davis

Title: Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

By: _____

Title: _____

Date of Execution _____

EXHIBIT "A"

PROPOSAL AND SCOPE OF SERVICES

EXHIBIT "C"

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

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

_____, and I further certify that:

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

CONTRACTOR:

Date: _____ Signature: _____
Title: _____

**EXHIBIT D
INSURANCE REQUIREMENTS**

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

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

**(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
Owner's and Contractor's Protective**

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346.

***Affidavit Verifying Status
For City Public Benefit Application***

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

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

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

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

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

NOTARY PUBLIC
My Commission Expires:

CITY OF DUNWOODY
DEPARTMENT OF FINANCE AND ADMINISTRATION – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS

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

1. INTENT

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

2. GENERAL

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

3. ENVIRONMENTAL SUSTAINABILITY

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

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS

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

5. ADDENDUM(S)-CHANGES WHILE PROPOSING

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

6. PREPARATION OF PROPOSALS

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

7. PROPOSAL GUARANTY

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS

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

9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS

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

10. WITHDRAWAL OF PROPOSALS

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

11. DISQUALIFICATION OF PROPOSERS

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

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

11.1.2 Evidence of collusion between or among Proposers;

11.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);

11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or

11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.

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

12. REJECTION OF IRREGULAR PROPOSALS

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

13. NOTICE OF INTENT TO AWARD CONTRACT

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

14. RESPONSIBILITY OF PROPOSERS

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

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

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

16. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

17. EXECUTION OF CONTRACT

- 17.1 The Proposer to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Proposer's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to the City, before the Contract will be executed by the City.
- 17.2 A Proposer's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).
- 17.3 The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Proposer at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

18. GEORGIA SALES TAX

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

19. SUBCONTRACTS

- 19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.
- 19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

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

20. FAMILIARITY WITH LAWS

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

21. SECURITY

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

22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION

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

23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION

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

24. INSURANCE

The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

25. PROPOSAL ERRORS

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

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

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

27. PERFORMANCE STANDARD

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Specifications. The successful Proposer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions.

28. NO PROPOSALS

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

29. PUBLIC RECORDS/PUBLIC MEETINGS

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

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