

City of Dunwoody
Request for Proposals
Perimeter Center Zoning District

Request for Proposal Number **RFP 2014-04**
Perimeter Center Zoning District
City of Dunwoody, Georgia

March 19, 2014

I. Invitation

The City of Dunwoody, Georgia is interested in obtaining the services of a professional, highly qualified firm to develop a separate and distinct zoning district for the city's central business district (CBD), Perimeter Center.

Proposals will be accepted until 2:00 P.M. on **April 18, 2014**. Submittals should be addressed to:

John Gates
Purchasing Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
678-382-6750

Written responses including cost and all supporting materials must be submitted in one original hard copy and one electronic version on a cd to the purchasing department in a sealed envelope stating on the outside the Contractor's name, address, telephone number, **RFP 2014 - 04**, title and due date. No facsimile or email responses will be considered.



REQUEST FOR PROPOSAL

Perimeter Center Zoning District

RFP 14-04

SPECIFICATIONS

PART ONE – SPECIFICATIONS

1.1 INTRODUCTION

The City of Dunwoody requests proposals to develop a separate and distinct zoning district for the City's central business district (CBD), Perimeter Center. This effort will include the associated activities needed for implementation, such as the detailed review and analysis of the recently adopted rewrite of the City's Zoning and Land Development Codes, public meetings for community input, stakeholder interviews, drafting of new zoning district, and formal consideration by required boards, including the Community Council, Planning Commission, and City Council.

1.2 GENERAL CITY INFORMATION

The City of Dunwoody, Georgia is both a picturesque suburban residential community and a bustling regional office and commercial center. The area features many of the Atlanta metro-area top dining, shopping, schools, and recreation destinations. Dunwoody is located in northern DeKalb County, approximately 15 miles north of downtown Atlanta, Georgia.

Originally settled in the 1830s, Dunwoody has long been recognized by the U.S. Census as a Census Designated Place, but was not formally incorporated as a City until December 1, 2008. As of the 2010 Census, Dunwoody is home to 46,267 residents. Dunwoody is strategically located in a cradle of three major transportation routes: to the west, the north line of the regional commuter metro rail system; to the south, Interstate 285, the Perimeter beltway that rings suburban Atlanta; and on the east, Peachtree Industrial Boulevard.

Much of Dunwoody's 13 square miles of land area is comprised of low density, single family homes. However, roughly half of Dunwoody's dwelling units are attached multi-family units, located primarily in higher density regions in close proximity to major transportation arteries.

In addition to Dunwoody's neighborhood-level shopping centers and office complexes, the southwest corner of the City features an employment center surrounding a major regional economic retail generator, Perimeter Mall. The area operates as a regional community improvement district, the Perimeter Community Improvement Districts (PCIDs), a self-taxing district that allows property owners to proactively address revitalization by investing primarily in transportation infrastructure improvements. The PCIDs is home to multiple high-rise offices, Fortune 500 companies, and hotels, as well as a host of restaurant and retail attractions.

More information about the City of Dunwoody can be found at our website.

City's website: <http://www.dunwoodyga.gov>

1.3 PROJECT BACKGROUND

Since incorporation in 2008, the City of Dunwoody used previously established planning and development procedures set forth by DeKalb County in order to provide time for the City to establish a comprehensive planning and policy foundation upon which new community-specific land use regulations could be built. The first step in building this foundation was the creation of the City's Comprehensive Land Use Plan in 2010, followed by the adoption of two small-area master plans and a transportation plan.

Throughout the creation of the Comprehensive Plan, the community designated several areas in the City as “character areas” with specific land use goals and character features, Perimeter Center being one of them. Not only has this information helped to guide the preparation of zoning districts appropriate for each character area, but it also has governed regulations concerning permitted and conditional land use, criteria for urban design, environmental sustainability, connectivity, and infrastructure requirements.

The Transportation Plan promotes improving connectivity and better coordination between transportation and land use. The City of Dunwoody recognizes that the design of the built environment, how it functions and where different types of developments are located, are all heavily influenced by the nature of the transportation network.

After multiple years of fulfilling goals and implementing various projects from the Comprehensive Plan, the City began the process of updating the Zoning and Land Development Codes so as to ensure consistency with the City’s adopted Master Plans, eliminate inconsistencies and redundancies among existing regulations, ensure that the Zoning Ordinance is consistent with State Law, and better integrate and reference other development regulations. The Mayor and City Council adopted the updated zoning and land development ordinances in October 2013.

During the rewrite process, City staff and leaders determined the Perimeter Center area required additional attention through an independent process. The unique characteristics and needs of this area require a separate zoning district to ensure high quality development as the area continues its transition from a suburban commercial district into a more contemporary, urban center. =The City seeks a zoning tool that will provide the proper regulations and incentives for redevelopment in appropriate areas, maintain and enhance areas that are not likely to redevelopment, and have lasting effects on the evolution of the Perimeter Center area while protecting the area’s valued single-family neighborhoods.

More information can be found at the following links:

[Zoning Ordinance](#)

[Land Development Ordinance](#)

[Comprehensive Land Use Plan](#)

[Comprehensive Transportation Plan](#)

[Perimeter Community Improvement Districts](#)

1.4 PROJECT OBJECTIVES:

The following objectives will be accomplished through the code revision process for the study area:

- 1.4.1 Implementation of the City’s Comprehensive Land Use Plan
- 1.4.2 Development of a legally sound and defensible zoning district
- 1.4.3 Creation of user-friendly zoning district that utilizes clear, concise, and common sense language that is consistent with the newly adopted ordinances
- 1.4.4 Creation of Design Guidelines which correspond to the character area and include

illustrations and detailed drawings, where appropriate

- 1.4.5 Preservation and protection of established neighborhoods while incentivizing redevelopment in specific, targeted redevelopment areas as outlined in City's adopted plans
- 1.4.6 Incorporation of best practices and innovative planning principles aligned with City vision and goals with awareness of style and implementation of such regulations in surrounding jurisdictions
- 1.4.7 Regulations that incentivize or require a greater degree of open space and "green"/sustainable development practices
- 1.4.8 Development and incorporation of standards that promote healthy lifestyles and creation of a more multi-modal environment
- 1.4.9 Incorporation of performance standards that control the impact of new development or redevelopment, if and where appropriate

1.5 SCOPE OF WORK:

As detailed further in Part II – Proposal, candidates should provide a Scope of Work as part of their proposal package. The Scope of Work should contain, at minimum, the items listed below. Consultants submitting proposal packages may add additional items that they view as necessary to implementing a successful project.

1.5.1 **Project Administration**

The consultant will be expected to perform general administrative duties associated with the project, including progress monitoring, scheduling, and general correspondence.

1.5.1.1 Project Meetings

Schedule monthly update meetings with the City's project manager. Meetings may be in-person or via conference call and will briefly summarize work accomplished to date, progress of specific work tasks, key decisions that will require input or discussion with City staff, and a list of any significant challenges or unresolved issues.

1.5.1.2 Project Schedule

Prepare, submit, and monitor the project schedule. The project schedule shall be updated monthly and discussed in the monthly project update meeting.

1.1.1 **Key Deliverables**

1.1.1.1 Analysis or Strategy Document- The consultant will be expected to first develop an analysis or strategy document that outlines key objectives, regulations, and procedures to be addressed through the new zoning district. The strategy document should provide a high level overview of key elements that will be addressed in the new code, general strategies or regulations that

will be considered and the general organization and format that the proposed code will take.

- 1.1.1.2 Draft and Final versions of proposed Perimeter Center Zoning District Regulations that integrate into the City's full Zoning Ordinance, including numbering system.
- 1.1.1.3 Table of Permitted Uses describing allowable uses and development in each district.
- 1.1.1.4 Design Guidelines which correspond to the previously established character area and include illustrative drawings or renderings where appropriate.
- 1.1.1.5 Transition Guide which includes identification of appropriate zoning district conversions from old to new districts (if applicable), identification of strategies to amend the zoning map by rezoning areas to more appropriate districts (if applicable), and fully accommodating statutory vesting requirements.
- 1.1.1.6 Support to review the new zoning regulations at a point that is six months after final adoption to assist in amending and interpreting inconsistencies and errors not originally perceived in the drafts.

1.1.2 Community Involvement

Community involvement is a critical component of all City of Dunwoody planning efforts.

1.1.2.1 Stakeholder Interviews

As part of the initial, information gathering stage, consultants should gather a sense of the prevailing sentiment among property owners, City staff, elected officials, and other key stakeholders identified with the assistance of City staff. The initial, and any necessary follow-up interviews, should facilitate the understanding of the existing environment and development pattern desired in the Perimeter Center over the next 20 years.

In coordination with the other jurisdictions that incorporate the PCIDs, the City has identified leaders of the City of Sandy Springs, City of Brookhaven, and PCIDs as key stakeholders in the process. The consultant will be mindful of the input of these groups as they relate to regulatory and design standards, so that, at the conclusion of the process, the neighboring jurisdictions may utilize the draft as a template for their own distinct Perimeter Center zone district.

1.1.2.2 Sounding Board

The Mayor and Council are expected to appoint a Sounding Board of community residents and business owners to assist with this project. The Sounding Board members will not necessarily have technical knowledge or a specific financial stake in the outcome of the project, but are generally interested in the City's well-being. The Sounding Board is an important tool for gathering input, akin to a standing focus group, but will not be steering the process or directing the consulting team's efforts. From the City's past

successful experiences with Sounding Boards, we anticipate gaining input and preliminary feedback for different Key Deliverables prior to each community meeting and presentation to the City Council.

The selected consultant will meet with the Sounding Board at least every 6-8 weeks throughout the course of the project to solicit feedback and ensure that the best interests of the community are being acknowledged and addressed.

1.1.2.3 Community Meetings

Initial community meetings will need to help educate the public-at-large about the scope of the project. Later meetings will need to gather input on defining issues and alternatives, build community consensus, and provide meaningful avenues for input from the community.

The City does not have a pre-determined number of meetings for this project but acknowledges that multiple community meetings will be necessary prior to the adoption process. Proposers should include relevant information regarding scheduling and frequency of community meetings. Any information related to cost, including a breakdown of the cost per community meeting should be contained within the sealed cost proposal.

1.1.2.4 Website Content

For use as a communication tool and participation mechanism for the duration of the project, the consultant should create content to submit to the City for incorporation on the City-hosted website. The content should include, at a minimum, project news and updates, participation information and opportunities, and project documents. The content should be updated and transmitted to the City staff representative periodically throughout the project, in advance of each meeting, and no later than 48 hours before any major meeting or project milestone with photos, documents, and other relevant information.

1.1.2.5 "E-blast" Project Updates

The consultant should coordinate with the City's designated project manager to send out project updates via e-mail ("e-blasts") to attendees of community meetings and other interested stakeholders that have either "opted-in" or participated in the process. "E-blasts" should be sent within 48 hours of any community meeting.

1.1.2.6 Social Media

The City maintains a social media presence including a Facebook page and a Twitter feed. In advance of community meetings and other key project milestones, the consultant should provide information to the City's designated project manager for use in the City's social media outlets.

1.1.2.7 Public Hearings and Adoption Process

A "final draft" of all key deliverables, as listed in the following section, will be prepared prior to the consideration and adoption process, where appropriate, by all appropriate boards including the City's Planning Commission and the

City Council. Ordinances will need to be first considered by the Community Council and Planning Commission before consideration by the City Council. The consultant will be responsible for incorporating any changes that are made as a part of the formal adoption process.

1.1.3 Final Products

The final versions of all Key Deliverables, as listed in the preceding section, shall be provided to the City of Dunwoody in digital format. One (1) digital copy of the completed, and adopted (if applicable), documents in Word, PDF, and format appropriate for Municode codification. Any prepared graphics or illustrations must also be provided in digital format.

PART TWO – PROPOSAL

2.1 PROPOSAL FORMAT AND CONTENT:

One signed original, five (5) copies, and one (1) electronic copy in PDF of the proposal should be submitted in a sealed envelope. To aid in thorough and consistent review, the proposal shall be organized and labeled or numbered to correspond to the sections and information listed below. Particular emphasis should be given to the Project Understanding and Approach (Section I) and the Scope of Work (Section II).

Description of required Sections and Information:

- 2.1.1 Cover Letter:** A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and fee schedule will remain in effect for 180 days after the due date. The letter should include the RFQ number, name of the firm, local address, telephone number, e-mail address, and name of a primary contact person.
- 2.1.2 Project Understanding and Approach (Section I):** =The Project Understanding and Approach section should describe the consultant's understanding of the proposed project, demonstrate an understanding of the magnitude of the task, and identify significant constraints and desired outcomes for the project. Each proposer should include a summary of their proposed management plan.
- 2.1.3 Scope of Work (Section II):** The Scope of Work section should explain the specific approach that will be used to accomplish the project. The proposer shall address the methodology, technical approach, techniques, and/or processes to be used in conducting the process and creating the final products. Sufficient detail should be included to explain how each objective will be accomplished, highlight major deliverables and project milestones, and be sufficiently detailed for staff to determine the effectiveness of the proposal and the cost effectiveness of the proposed approach.
- 2.1.4 Schedule (Section III):** Include a timetable that describes the amount of time estimated to complete each major phase of the project as well as a schedule for timely completion of the entire scope of work.
- 2.1.5**
- 2.1.6 Project Personnel (Section IV):** Provide information on personnel to be assigned to this project. In addition to the person(s) who will manage the project, the proposal should indicate the abilities, qualifications, and experience of all persons who would be assigned to provide the required services and such persons should have experience from similar projects and in fields necessary to complete this proposed work. If the work is to be done by a joint venture of firms, the proposal must provide information on the organizational structure of the joint venture relationship, as well as the roles and responsibility of the individuals assigned by each firm to the project.
- 2.1.7 Firm Profile (Section V):** Provide the following information about the firm, or each

firm, participating in the project:

2.1.7.1 Firm name and business address, including telephone number, fax number, web address, and e-mail address. In the case of joint venture proposals, state the lead firm's name and name of all subcontracting firms.

2.1.7.2 Year established (including former firms and years established, if applicable).

2.1.7.3 Office locations, including the office location that will be primarily responsible for work on this project.

2.1.7.4 Total staffing count of the firm including professional staff, technical staff, and support staff.

2.1.8 Similar Experience (Section VI): List and describe your firm's projects completed in the past five years that best match the scope and design of this project. Identify unique constraints or challenges associated with those projects and how you addressed those in order to deliver a successful project. In addition, project name; scope of services provided by your firm; actual or estimated completion date of the work; and a reference name, address, telephone number, and e-mail address of a contact person for each project identified and described above should be included. The City may request samples of comparable work during the proposal review process.

2.1.9 Additional Information (Section VII): Each proposer may, but is not required to, include additional information or 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 will not be part of the official evaluation except to the extent they support qualifications and experience.

2.2 COST OF SERVICES:

The cost of professional services shall be included in a separate, sealed envelope. Your firm's separate fee proposal for performing the work described in this RFQ should include the following:

2.2.1 Total cost for all requested work and preparation of all drawings, documents, and other materials

2.2.2 A payment schedule that relates to the timetable proposed in Section 2.1.5.

2.2.3 Breakdown of cost for each Key Deliverable in the Scope of Work

2.2.4 Cost per community meeting

2.2.5 Cost per sounding board meeting

2.2.6 Hourly cost of each staff person who will be working on this project

PART THREE- EVALUATION OF PROPOSALS

The City, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered.

List of Important Dates*:

- Questions due by 2 p.m. EST March 28
- Proposals due by 2 p.m. EST April 18
- Proposal review April 25
- Interviews conducted May 2
- Contract discussion and approval by Mayor and Council May 12 and May 27

*Subject to change

A team of City staff and representatives will review all proposals submitted. After reviewing the proposals, the review team may, at its discretion, invite to interview (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. Interviews are expected to be conducted on **Friday, May 2, 2014**. The purpose of such an interview would be for all invited proposers to elaborate upon their Proposal before a final ranking and recommendation is forwarded to City Council. Any interview responses 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 EVALUATION CRITERIA

The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

3.1.1. Proposed Management Plan and Approach of Work – 30%

The Proposal shall outline the plan that the consultant will use to provide the most effective process and production of the requested Key Deliverables put forth by the City.

3.1.2. Quality of Staff and Relative Experience – 20%

The Proposal shall include sufficient information to indicate the abilities, qualifications, and experience of all persons who would be assigned to provide the required services.

3.1.3. Firm Qualifications - 20%

The Proposal must give a detailed report of related experiences that demonstrate the ability of the consultant to perform requested tasks and complete the project phases as outlined in this RFQ.

3.1.4. Clarity of the Proposal – 10%

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 phase of the project. The Proposal must clearly represent the consultant in form and presentation.

3.1.5. Cost Proposal Fee – 20%

The Cost Proposal is to be submitted in a separate, sealed envelope from the technical Proposal. The Cost Proposal must include a total cost for all requested information in Section 2.2. The cost must be comparable to the scope of work.

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

PROPOSAL FORM
RFP 14-04 PERIMETER CENTER ZONING DISTRICT

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 14-04 Perimeter Center Zoning District, 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 June 2, 2014. This contract shall be for one year 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 PERIMETER CENTER ZONING DISTRICT CONTRACT for the Department of Community Development 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 Community Development 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 PERIMETER CENTER ZONING DISTRICT CONTRACT project as described in its entirety to the specifications as directed by the Dunwoody Community Development 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 TOTAL COST detailed in PERIMETER CENTER ZONING DISTRICT 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:

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

With copies to:

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 *****

OFFEROR'S RFP CHECKLIST

10 Critical Things to Keep in Mind When Responding to an RFP for the City of Dunwoody

1. _____ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. _____ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the Project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP. This conference may be mandatory.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP will be distributed by email to the RFP participants.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or Evaluation Committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The responses are evaluated based solely on the information and materials provided in response to the RFP.
7. _____ **Use the forms provided**, e.g. cover page, reference questionnaire, etc.
8. _____ **Review the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee members and will be used to rank your submittal.
9. _____ **Submit your proposal on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late proposals will not be accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's proposal.