

REQUEST FOR PROPOSALS

RFP 14-16

Signal, Sign and Streetlight Maintenance

Michael G. Davis Mayor

Denis Shortal City Council Post 1
Jim Riticher City Council Post 2
Doug R. Thompson City Council Post 3

Terry Nall City Council Post 4
Lynn Deutsch City Council Post 5
John Heneghan City Council Post 6

Signal, Sign and Streetlight Maintenance

The City of Dunwoody, hereinafter called City, seeks Contractor firms to provide signal, sign and streetlight maintenance services. The term of the contract will be for 3 years beginning February 1, 2015 with an additional one year extension at the Cities' option.

The City intends to select a contractor through the Request for Proposal selection process, and intends to execute a contract agreement with the selected firm for services to be provided. The selected contractor will work and coordinate with the City of Dunwoody Public Works Department.

The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

Proposals must be submitted in a sealed envelope, clearly marked RFP 14-16. Cost Proposals must be submitted in a separate envelope. The submittal must include one (1) printed and signed unbound original, four (4) bound copies, and one (1) electronic copy in PDF on a cd and **shall be submitted no later than 2:00pm, December 4, 2014.** (Proposals will not be accepted by facsimile or e-mail). Any submittal received after the time and date specified will not be considered, but will be returned unopened.

Questions regarding submittals should be directed to the Purchasing Manager, Mr. John Gates, john.gates@dunwoodyga.gov no later than 2:00pm November 13, 2014.

Proposals are legal and binding when submitted.

No Proposal may be withdrawn for a period of ninety (90) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

Submittals should be addressed to:

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

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 Request for Proposal Documents.

The City's staff will review all RFPs submitted and award, if made, will be to the most qualified and responsive offerer as deemed by the City, in its sole discretion.

To ensure the proper and fair evaluation of RFPs, the City highly discourages any communication initiated by an offerer or its agent to an employee of the City evaluating or considering the qualifications 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 an offerer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the RFP. Any communication initiated by offerer 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 john.gates@dunwoodyga.gov or facsimile to (678) 533-0712. Unauthorized communication by the offerer may disqualify the offerer from consideration.

**SCOPE OF SERVICES
SIGNAL, SIGN AND STREETLIGHT MAINTENANCE**

GENERAL INFORMATION

Purpose of Procurement

The City of Dunwoody seeks to select a Contractor to provide signal, sign and streetlight maintenance services. The term of the contract will be for 3 years beginning February 1, 2015 with an additional one year extension at the Cities' option.

Background

Dunwoody has a population of over 45,000 people and covers a geographic area of over 13 square miles. Dunwoody maintains approximately 5,000 signs, 58 traffic signals, 20 flashing beacons, 10 radar display signs and 62 streetlights. Nearly all of the signal equipment has been upgraded within the last 5 years to consist of 332 cabinets and 2070 controllers. Twenty-four signals within the boundary of the Perimeter Community Improvement District (PCID) are monitored daily through the Perimeter Traffic Operations Program (PTOP). This program is funded by the Georgia Department of Transportation and also provides for some equipment repair and replacement. For the PTO signals Dunwoody is still responsible for routine repairs such as bulb and pedestrian button replacement.

GENERAL SCOPE OF WORK

The selected contractor will be required to provide certified personnel, vehicles, equipment, and materials as necessary to maintain traffic signals, signs streetlights and related equipment. The selected firm must have the resources and abilities to install various traffic signal and streetlight poles, controller cabinets, signs, and other associated equipment. The scope of services may include, but will not be limited to the following:

Minimum Qualifications

The contractor must meet the following minimum qualifications:

1. Experience within the last 5 years providing traffic signal maintenance, sign maintenance and streetlight maintenance.
2. At least one technician with an International Municipal Signal Association (IMSA) Level Two traffic signal field technician certification assigned to the contract and working under the supervision of a Level Three technician.
3. At least one Level 1 Sign and Pavement Marking Technician assigned to the contract
4. At least on Level 1 Roadway Lighting Technician or Electrical Contractor licensed in Georgia assigned to the contract

In addition to these minimum qualifications, the contractor will be expected to provide adequate personnel to perform signal, sign and streetlight maintenance during normal business hours and on-call, after-hours service on an as needed basis. The contractor will provide crew(s) with the proper number of staff and equipment to perform the scope described herein. Adequate personnel must be provided to meet safety requirements at all times including personnel with traffic control certification. Equipment will be maintained in a clean and professional condition reflecting the cities' high standards.

For all work provided, the Contractor will meet the following general requirements:

1. Provide services under the direction of the Public Works Department.
2. Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material.
3. Complete work in accordance with the Georgia Department of Transportation technical standards and specifications and with the Manual of Uniform Traffic Control Devices (MUTCD) unless otherwise directed.
4. Communicate with the Mayor, City Council and media services only through the Director of Public Works, unless otherwise authorized.
5. Dispose of all construction materials and other waste. Disposal will be in accordance with all applicable laws.

Working Hours

The contractor will maintain established weekday business hours for the purposes of City business. The standard eight hour work day does not include the contractor's travel time to and from Dunwoody. The contractor shall notify Public Works prior to performing non-emergency work outside of normal business hours. For emergency response, the contractor will provide a primary point of contacts(s) available on a twenty-four hour basis, seven days per week. The contractor must be able to have equipment and personnel mobilized and ready to work within 2 hours of notification of an incident.

The city observes the following holidays:

- New Year's Day
- Martin Luther King, Jr's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

Performance Evaluation

Contractor performance will be measured on the quality of work, professionalism and responsiveness. Responsiveness will be measured by the contractor's ability to complete work orders based on the established work order priority schedule:

- Priority 1: Complete within 24 hours.
- Priority 2: Complete within 7 days.
- Priority 3: Complete within 21 days.
- Priority 4: As directed

Completed work orders must be entered into the city's work management system on a weekly basis.

Personnel

The Contractor will designate a project manager who will be the city's primary point of contact. The Contractor is expected to attract and retain highly-qualified employees in the appropriate number to maintain the required level of service. Employees will be expected to maintain a professional appearance and be courteous in their interaction with the public. The Contractor will maintain and implement documented training programs throughout the term of the contract to guarantee that the contractor's employees maintain applicable certifications. Any contractor employee that the City determines to be incapable of performing the services this scope of work requires is subject to removal from the Project. If removed, contractor shall replace the employee in a timely manner within (fourteen (14) calendar days) at no additional cost to the City.

Dunwoody Public Works use the work management system, Cityworks, to initiate, track and report on maintenance activities. Work order tracking by the cities will be paperless. Work crew supervisors must have basic computer skills in order to access and use the cities' work order software system. Training on use of the system will be provided.

Equipment

Basic equipment, such as a bucket trucks, sign trucks and traffic control equipment, essential to the performance of customary work in each service area will be included in the monthly lump sum rate. The Contractor should include in the proposal, a detailed list of equipment that will be utilized for this contract. The Contractor will be responsible for maintaining the equipment in satisfactory operating condition throughout the contract period. All fuel will be the Contractor's responsibility. The Contractor will maintain and account for any information, equipment, and property, which the City provides to the Contractor for use during the period of performance.

At least one member of each work crew must be equipped with a cell phone. Work crew supervisors must be provided with a device with internet access for use of the City's work order management system.

Materials

Raw materials used in the performance of the work will be either purchased directly by the City of Dunwoody or reimbursed as a pass through cost with no markup and no sales tax added. Backup documentation will be provided with all invoices for all pass through costs for which there is not a unit rate established in the contract. All materials and equipment included on monthly invoices must reference a work order number.

The Contractor will also be responsible for estimating quantities, obtaining competitive pricing, arranging for delivery in a timely manner and providing for storage. Whenever practical, arrangements will be made for the City to pay for material directly. Reimbursement for materials will not include items that are incidental to the work such as work gloves and safety supplies. The contractor will maintain a stock of common replacement parts including controllers, power supply, conflict monitors, relays, switches, lamps, pedestrian buttons, stop signs, yield signs and in-pavement pedestrian crossing signs.

Health and Safety

The Contractor must report any accidents or property damage to the city immediately.

TRAFFIC SIGNAL MAINTENANCE SCOPE

Dunwoody maintains 58 traffic signals, 20 flashing beacons and 10 radar speed display signs. Maintenance activities of the Contractor will include but are not limited to:

- Replacing signal lamps
- Repairing pedestrian push buttons
- Troubleshooting, repairing and replacing signal equipment
- Troubleshooting and replacing inductive loop and video detection
- Replacing damaged cabinets and signal poles
- Troubleshooting and repairing signal fiber communications
- Setting clocks on school zone flashers and radar feedback signs at the beginning and end of school year
- Traffic Control
 - Provide traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as needed in conjunction with the contractors maintenance activities
 - Provide traffic control for other Public Works activities, as needed
 - Set up and take down temporary barricades on Dunwoody Village Parkway for the Independence Day parade.
- Emergency Response
 - Respond when necessary to emergency requests such as signals in flash, damaged signal equipment, etc.

These activities will typically be assigned through work orders or afterhours emergency calls. Additionally, the contractor will be expected to perform routine maintenance and inspection activities twice annually for each signal location. Inspections will consist of the following at a minimum:

- Preventive Maintenance (PM) checklist Form: Maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each traffic signal. The PM Checklist Form will be completely filled out during each maintenance inspection and during any time repairs are made to the traffic signal controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).
- Controller Cabinet Mounting: Check the snugness of the nuts on the traffic signal cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet door opening by over tightening.
- Controller Cabinet Foundation Seal: If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation for deterioration, and report the need to reseal the cabinet foundation as necessary.
- Door Gaskets: Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.
- Cabinet Vents: Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material. Air Filter: Vacuum, wash, replace or knock out any dust accumulated in air filters. Take appropriate action based on the condition of the filter.
- Cabinet Fan: Verify that cabinet fans(s) operate properly with a minimum of noise.
- Thermostat: Verify that the cabinet fan thermostat is set at 96 degrees.

- Interior Light: Verify the proper operation of the cabinet's interior light.
- Door Panel Harnesses: Check the harnesses leading from the main panel and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.
- Hinges and Locks: Check the free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.
- Vacuum Cabinet: Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet.
- Insect or Rodent Infestation: Check for signs of ants, wasps or other insects or rodents within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems will be reported to the City.
- Cabinet Grounding: Using appropriate equipment, check annually the resistance between AC and ground.
- Service Connections: Verify the neutral, ground and power connections are secure in the controller and service cabinets.
- Plug-In Components: Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely. Ground Fault Receptacle: Verify the proper operation of the "Test" and "Reset" buttons on GFCI type outlets.
- Intersection Records: Ensure that all intersection cabinet wiring diagrams are present and up to date.
- Controller Operation: Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and make note for the file. Verify signal timing is current with timing sheet in cabinet. Confirm controller time and dates are correct. (Especially after day light savings time change).
- Conflict Monitor/Malfunction Management Unit: Verify time and dates are correct in any CMU/MMU with an internal clock.
- Detector Operation (inductive loops): Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase.
- Detector Operation (video detection): Verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
- Equipment Displays and Indicators: Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.
- Pre-Emption Devices: Test any pre-emption devices for proper operation.
- System Telemetry: Check the operation of telemetry on controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
- Battery Back-Up System: Check battery backup display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections. Check all battery connections to ensure they are clean and secure.
- Safety Lighting (Night Check): Institute a routine night time check of safety lights and illuminated street name signs at all signalized intersections every other month and submit a report and an estimate for any repairs necessary to the City for approval. Intersection Walk-Around (included as a part of Routine Maintenance once every two months):

- General: Remove any easily removable, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify City of any graffiti observed on traffic signal equipment.
- Signal Heads: Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Verify that all back plates, visors, doors and signal heads are visibly secure. Report any landscaping that restricts the view of signal heads to the City (Signal heads should be visible from 250 feet).
- Pedestrian Equipment: Check all pedestrian push buttons (and bicycle push buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary. Internally illuminated street name signs (IISNS): Verify that the IISNS is adequately connected to frame, clamp and brackets, and no panel is broken or missing.
- Miscellaneous: Check all detector loops for sealant deterioration, exposed wire, etc.
- Uninterrupted Power Supply (Back-Up) System: 1. Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results. 2. Perform 15 minute test. 3. Verify bypass switch is operating properly 4. Verify unit is set for 50% fully operational and 50% red flash. 5. Inspect and test battery charging system.
- Video Detection System Where Applicable: Insure proper operation, clean video detection camera lens as needed.
- Signal Lenses and Signs: Clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs.
- Terminal Connections: Test, semi-annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.
- Check: All pull boxes for structural defects, insect or rodent infestations, and properly secured lids.
- Verify timing charts to controllers. If they are not correct contact City staff to verify differences.
- Report significant areas of rust on cabinet exterior and signal poles to City staff.

STREET SIGN MAINTENANCE

Dunwoody maintains approximately 5,000 street signs on 150 centerline miles of roadway. Maintenance activities of the Contractor will include sign installation, cleaning, reposting, and replacement; as well as graffiti removal from signs, traffic signal cabinets and poles. The contractor will be responsible for coordinating utility location in accordance with Georgia law.

Regular replacement of old street signs will be scheduled throughout the year to meet MUTCD standards for retro-reflectivity. On average the city expects to replace approximately 500 signs per year. Routine sign replacement will be assigned by neighborhood or groups of neighborhoods in a geographical area. A list of signs for replacement by sign type and address will be provided along with a map of the area. For estimating purposes, the cost proposal form provides the approximate number of signs by sign type to be replaced over a four year period. Any additional signs that are required to be replaced due to damage or for other reasons will be replaced in accordance with the unit prices provided in the cost proposal. All new street signs installed by the contractor will meet MUTCD requirements.

STREETLIGHT MAINTENANCE

Dunwoody maintains 62 streetlights along Ashford Dunwoody Road and on the Perimeter Center Parkway bridge over I-285. Dunwoody is in the process of having all of these lights repaired to get them in good working order. The contractor will be expected to replace bulbs and maintain and repair the poles as needed.



May 1st-October
30th Sign-Signal Work

<H:\Traffic-Engineering\Signals\May 1st-October 30th Sign-Signal Work Orders.xls>

PROPOSAL FORM

RFP 2014–16 Signal, Sign and Streetlight Maintenance Services

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](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 14-16 Signal, Sign and Streetlight Maintenance, 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 February 1, 2015. This contract shall be for a three 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 _____

**CITY OF DUNWOODY
DEPARTMENT OF FINANCE AND ADMINISTRATION - PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS**

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

1. PREPARATION OF BIDS:

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Dunwoody contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without the permission of Purchasing between the date of the issuance of the solicitation and the date of the final contract award. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

2. DELIVERY:

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

3. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although Purchasing will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with Purchasing prior to bid submittal.

4. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Dunwoody Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. The City of Dunwoody is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by the City. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

5. WITHDRAWAL OF BID DUE TO ERRORS:

- A. The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.
- B. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- C. Supplier has up to forty-eight (48) hours to notify Purchasing of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.
- D. Bid withdrawal is not automatically granted and will be allowed solely at the City of Dunwoody's discretion.

6. TESTING AND INSPECTION:

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

7. F.O.B. POINT:

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

8. PATENT INDEMNITY:

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

9. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to the City of Dunwoody for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. Standard bond forms are to be used.

10. DISCOUNTS:

In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

11. AWARD:

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.
- B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

12. DELIVERY FAILURES:

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

13. CITY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the City unless so provided in the invitation to bid.

14. REJECTION AND WITHDRAWAL OF BIDS:

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

15. CONTRACT:

- A. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.
- B. It is understood that the bidder has reviewed the contract documents with the understanding that the City of Dunwoody requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. Examples of the City's Standard Contracts and General Conditions are available on the City website.
- C. When the contractor has performed in accordance with the provisions of this agreement, the City of Dunwoody shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

16. NON-COLLUSION:

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

17. DEFAULT:

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Manager, shall constitute contract default.

18. TERMINATION FOR CAUSE:

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor'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.

19. TERMINATION FOR CONVENIENCE:

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor 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 contractor, which shall itemize each element of performance.

20. DISPUTES:

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Manager, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Manager shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

21. SUBSTITUTIONS:

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

22. INELIGIBLE BIDDERS:

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

23. BUSINESS LICENSE:

Each successful bidder shall provide evidence of a valid City of Dunwoody business license if the bidder maintains an office within the City of Dunwoody. Unincorporated, out of City, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by City ordinance or resolution.

24. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

25. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

26. GENERAL CONTRACTORS LICENSE:

All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

27. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

28. 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.

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

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.

30. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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.

DIRECTIONS TO DUNWOODY CITY HALL

From I-285 take Exit 29 (Ashford-Dunwoody Rd.) and turn North. At fourth traffic light, turn right onto Perimeter Center East. The entrance to the parking lot for 41 Perimeter East will be on the right. The City of Dunwoody offices are on the second floor of 41 Perimeter Center East.

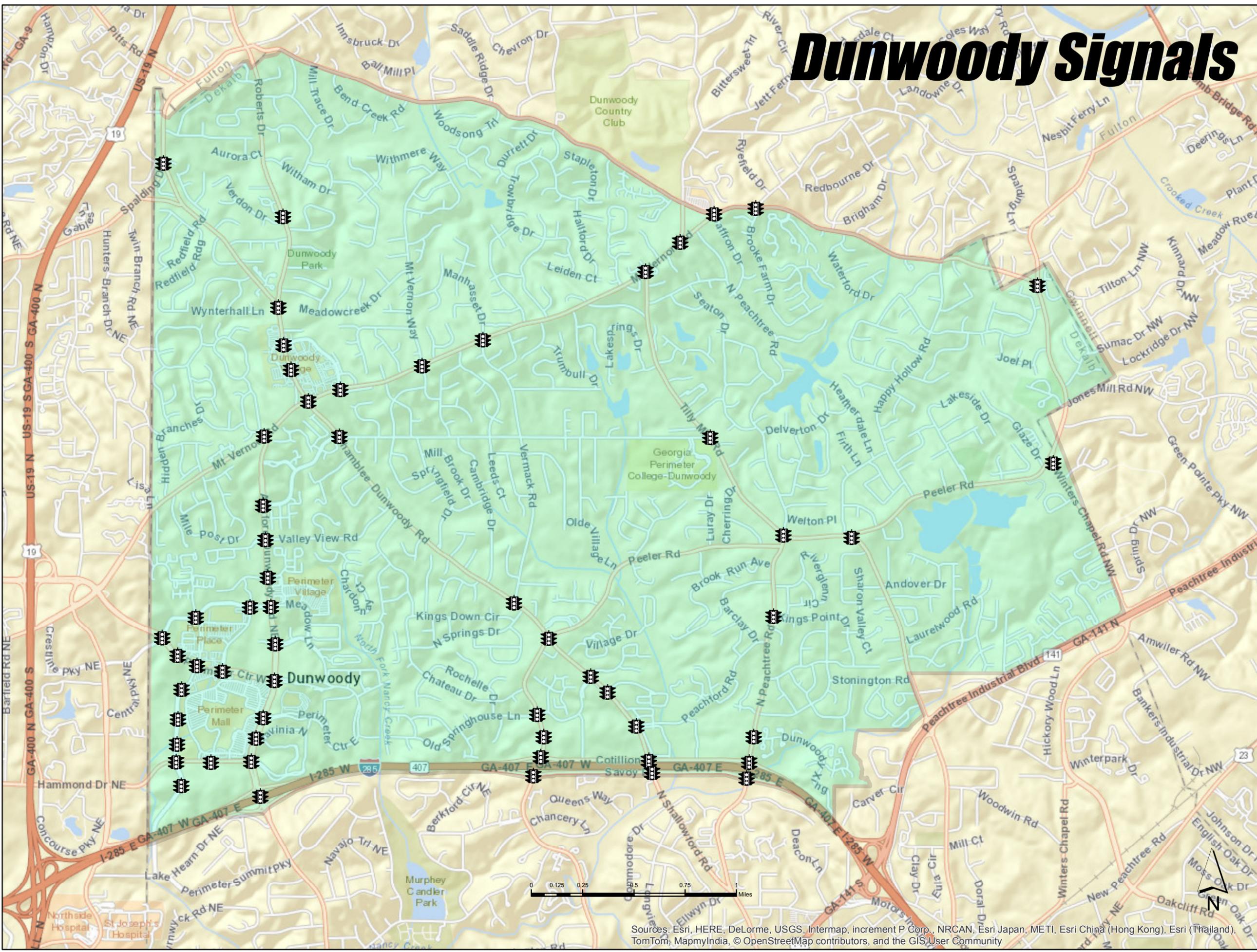
Dunwoody Signals

Dunwoody
Smart people – Smart city

41 Perimeter Center East
Suite # 250
Dunwoody, Ga 30346

 Signals

 City Limits



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

