

Request for Proposal No. 15-01
Municipal Government Services Procurement

Addendum 1

Date Issued: May 12, 2015

THE FOLLOWING LIST INCLUDES CLARIFICATIONS AND RESPONSES TO QUESTIONS EMAILED BY BIDDERS AND RECEIVED DURING THE PRE-PROPOSAL CONFERENCE HELD FEBRUARY 24, 2015.

Questions are shown below in the order received, and respondents are strongly encouraged to thoroughly read all of the material provided below.

- 1. Question (Q):** Regarding Section 2.5.1.4 page 29, can we get a list of what public safety systems are in place?

Answer (A): Though expected to change throughout the term of the contract, please refer to Appendix C on page 86 of the RFP for a list of IT Servers and Applications.

- 2. Q:** Regarding Section 2.5.2.2, can you provide examples of work items that have been done in the past.

A: This would include basic website maintenance such as repairing broken links or updating content such as public service announcements, meeting notifications, employee and contractor job postings, etc. as well as working with web developer for patch updates, corrections, etc.

- 3. Q:** What was the previous spend for these contracts and are you able to present and show us the name of the companies that were previously on the contracts.

A: All [five] of the current contracts, including pricing, can be found on the City's website
(http://dunwoodyga.gov/index.php?section=for_businesses_doing_business_with_the_city_procurement_opportunities&docid=63)

4. Q: Will you be hiring multiple consultants for each entity or will you use one firm for say 3 entities for say Planning & Zoning and Parks?

A: Please refer to Appendix D and specifically pages 88-89 of the RFP. Page 88 should include the price for each individual primary service level assuming you were awarded a contract only that service. Page 89 should then be used to include any costs (or cost adjustments) if you are awarded more than one service area. You may use additional pages as needed to provide more than three alternative options. Though a contractor may be selected to provide services for more than one section, only one firm will be chosen for each section.

5. Q: Can you give us the previous staffing levels and the scope associated?

A: See below. Please understand the scope of the contract has changed from prior years so adjustments may be necessary. Also understand that staffing levels are not static and may fluctuate during the term of the contract. This is not a staffing contract and the contractor will be providing services to the City and not just a finite number of employees.

Community Development (Planning & Zoning, Inspections & Permitting)	
Building Plan Reviewer	Off-Site, Part-Time as Needed
Building Plan Reviewer & Building Inspector	On-Site, Part-Time
Building Plan Reviewer & Building Inspector	Off-Site, Part-Time as Needed
Chief Building Official and Inspector/Plumbing and HVAC Plan Reviewer	On-Site, Full-Time
City Arborist	Off-Site, Part-Time as Needed
City Engineer	Off-Site, Part-Time as Needed
City Engineer	Off-Site, Part-Time as Needed
City Engineer & Land Development Plan Reviewer	Off-Site, Part-Time as Needed
City Planner	On-Site, Full-Time
Code Enforcement Officials (2)	On-Site, Full-Time
Deputy Director of Community Development & Contract Manager	Off-Site, Part-Time as Needed
Development Coordinator	Off-Site, Part-Time as Needed
Development Coordinators (2)	On-Site, Full-Time
Director of Community Development (removed in 2016)	On-Site, Full-Time
Electrical Plan Reviewer	Off-Site, Part-Time as Needed
GIS Specialist (moved to IT in 2016)	On-Site, Full-Time
Land Development Plan Reviewer	Off-Site, Part-Time as Needed
Land Development Plan Reviewer & Inspector	On-Site, Part-Time
Planning Coordinator	On-Site, Full-Time

Planning Coordinator	Off-Site, Part-Time as Needed
Redevelopment Specialist	Off-Site, Part-Time as Needed
Special Projects Manager	On-Site, Part-Time
Structural Plan Reviewer	Off-Site, Part-Time as Needed
Information Technology	
IT Manager	On-Site, Full-Time
Network Administrator II (Public Safety Specialist)	On-Site, Full-Time
Systems Administrator	On-Site, Full-Time
Network Administrator I / Help Desk	On-Site, Part-Time
Contract Manager	Off-Site, Part-Time as Needed
Public Relations / Marketing	
Marketing & Public Relations Director	On-Site, Full-Time
Communications Manager	On-Site, Full-Time
Contract Manager	Off-Site, Part-Time as Needed
Finance & Administration	
Assistant Finance Director	On-Site, Full-Time
Accountant II	On-Site, Full-Time
Revenue Coordinator / Special Projects	On-Site, Full-Time
Revenue Specialist	On-Site, Full-Time
Purchasing Manager	On-Site, Full-Time
Executive Administrative Assistant	On-Site, Full-Time
Assistant City Clerk	On-Site, Full-Time
Records Clerk	On-Site, Full-Time
Receptionist	On-Site, Full-Time
Project Manager / Contract Manager	Off-Site, Part-Time as Needed
Public Works, Parks & Stormwater	
Stormwater Manager	On-Site, Full-Time
Parks Manager	On-Site, Full-Time
Park Operations Supervisor	On-Site, Full-Time
Capital Projects Manager	On-Site, Full-Time
Construction Manager	On-Site, Full-Time
Construction Engineers	On-Site & Off-Site, Part-Time as Needed
Traffic Engineer	Off-Site, Part-Time as Needed
Administrative Assistant	On-Site, Full-Time
Contract Manager	Off-Site, Part-Time as Needed

- 6. Q:** In reviewing 2.8.1 it appears that 2.8.2 and 2.8.3 are separate task. Can you please tell me if this RFP is for two different positions, one each for public relations and marketing? Are these new positions or if not, who is doing this work for Dunwoody at the present time?

A: The RFP is not a staffing contract. Accordingly, the RFP does not stipulate a number of employees for the services to be provided except in specific cases specified such as in Section 2.8.1.2. It will be up to each proposer to determine the adequate level of staff needed to provide the services unless otherwise stated. It is understood a contractor may be able to utilize one person to do more than one scope item, and it is also understood that more than one person may be required to complete the scope. At the moment, current contractor (Jacobs Engineering) utilizes two full-time, on-site employees of the contractor to complete the scope of services outlined in their contract.

- 7. Q:** Can you tell me what the budget range is for Section 2.8 and is there a budget for the external work such as printing, design, purchase of outside media, etc.

A: The City has not established a budget or a forecast for any of the five years requested in this RFP. Historical costs are provided within each of the contracts. Historically, the City has paid the cost for external work listed above and anticipates doing so in the future. As a standard business practice, the City would use a third-party to provide external work not outlined in the RFP such as those listed in the question. *This statement also would be applicable to the other scope sections of the RFP.*

- 8. Q:** Please provide a copy of the Sign-in List for the pre-proposal.

A: A copy of the Sign-in List for the pre-proposal meeting can be found on the City's website (http://dunwoodyga.gov/index.php?section=for_businesses_doing_business_with_the_city_procurement_opportunities&docid=63)

9. Q: Please provide the performance metrics being used by the incumbent consultants.

A: Though subject to change, a copy of the Key Performance Indicators currently tracked can be found on the City's website (http://dunwoodyga.gov/index.php?section=for_businesses_doing_business_with_the_city_procurement_opportunities&docid=63)

10. Q: Please provide us with the City's intentions of retaining and continuing to use vehicles being provided currently by the incumbents? How many vehicles, by department, the proposers should be putting in their proposals?

A: The vehicles currently being used by the contractors will become property of the City at the end of this year. They are not available to the new Contractors beginning in 2016. Each Contractor will need to provide sufficient number of vehicles (as well as other equipment) to their employees at outlined in section 7.5 of the RFP. Proposals should include the anticipated equipment needed to perform the scope of services, including the number of vehicles deemed necessary to provide the scoped services. The vehicles will be owned, insured and maintained by each contractor throughout the term of the contract. As a rule, vehicles have lasted the duration of the contract.

11. Q: How many contractor vehicles are there by department currently?

A: At the moment, Public Works staff (including Stormwater and Parks) shares three vehicles. Construction Management (new in 2015) will have 1-2 vehicles. Permitting and Inspections staff has four vehicles and shares with Planning as needed.

12. Q: Would you provide the amount of fees collected in 2013 and 2014 related to building permits and inspections?

A: Page 88 of the RFP document provides the 2013 and 2014 fees of \$1.26 million per year.

13. Q: Please confirm your fiscal year is the calendar year?

A: Confirmed.

14. Q: Can the City provide more detailed activity information for the Permitting & Inspections for the previous three fiscal years and projections for large projects going forward, for example State Farm’s expansion?

A: The City does not have any projections for 2016 through 2020. Here is the listing for activity in 2013 and 2014.

Permit Short Description	2014	2013
Water Heater	99	120
Air Conditioning Replacement	7	4
As-Built	3	10
Building	57	107
Building - New Construction	62	36
Building with LDA	48	67
Component & Component Construction	8	
Deck Replacement	16	5
Demolition	61	78
Electrical - Component	162	203
Final Plat	1	
Furnace Replacement		3
Gas Line Test/Safety Inspection	1	4
General Repairs	28	5
Interior Finish	373	533
Land Disturbance	8	16
Land Disturbance Permit	7	6
LDP	1	3
Mechanical	6	
Mechanical - Component	112	141
New Construction	4	10
Permanent Sign	99	126
Plumbing - Component	86	77
Plumbing - New Construction		1
Roof Replacement	148	148
Sprinkler	1	
Swimming Pool	1	2
Temporary Sign	146	145
Temporary Structure	7	5

- 15. Q:** Can the City provide more information regarding the on-going Code Enforcement department process for the City? Historical caseloads, activity information and methodology?

A: Code Enforcement is primarily complaint driven. In addition to the investigation of complaints, staff performs sign sweeps along rights-of-way of the city three times a month; twice on weekdays and once Saturday. The City also performs property maintenance inspections of multi-family buildings for life safety and property maintenance issues. Inspections are performed about once per month and result in a typical report of 125 pages. Subsequent follow up is performed on the issues noted within the report. All 42 complexes in the City are inspected in a five year cycle. KPI's may provide additional historical 'activity' information. A copy of the Key Performance Indicators currently tracked can be found on the City's website

(http://dunwoodyga.gov/index.php?section=for_businesses_doing_business_with_the_city_procurement_opportunities&docid=63)

- 16. Q:** What Building Permitting and Code Enforcement software is the City currently using? Is it the desire of the City that the selected vendor provide software as a component of the solution?

A: As of today's date, the City uses GovPartner Connect version 11.1.8.0. The City maintains the license separately and is not a component within the scope of this RFP. Should the City deem a switch from the current software is needed at a later date, the Contractor would work with the City's Purchasing Department to identify and procure software at the City's expense. The Contractor would implement the software deemed most advantageous by the procurement process, but would not own or pay for the software. However, if the Contractor must utilize proprietary or self-owned hardware and software (or other equipment) not contemplated within the scope of this RFP, the Contractor should include those costs as a component of the proposed burden ratio.

17. Q: Will a bid that does not include maintaining a system of standards for taxi and limousine licensing and compliance; including periodic review of standards for improvements and modifications be considered non-compliant?

A: Each proposal should address how (if awarded) each scope item will be addressed; whether directly or subcontracted. Failure to address any scope item could lower a reviewer's score and/or deem a proposal nonresponsive.

18. Q: Section 2.4.1.2 requires a full-time, on-site acting Community Development Director during periods of leave and vacancy with the existing Director position. On an annual basis, how many hours shall we include for this provision?

A: The purpose of this scope item is to help ensure continuity of operations during periods of leave or vacancy where decisions can be made concerning operations below the City Manager level. It is impossible to know for certain when an employee may terminate or how long the position would remain vacant. The City would be committed to finding the right person for the position as quickly as possible though. It would be reasonable to anticipate the supervisor referenced in 2.4.1.4 could potentially provide this interim direction.

19. Q: Positions typically have an acceptable compensation range and actual salaries vary depending upon experience and overall contributions to the team, the City and the community. How shall the Appendix D – Cost Table be completed to reflect acceptable compensation ranges?

A: Price the proposal on Appendix D, Page I and Page III as you normally would; then show the backup on how you came to that figure using Page IV. Page IV (Page 90 of the RFP) is supporting documentation only and is not intended to be the Not-to-Exceed Price for each position assigned to the contract. It should be used to *support* the Not-to-Exceed Price of the Contract that is on page 88 (and potentially page 89) and not used to *calculate* the Not-to-Exceed Price. The overall cost proposal shown on Page I (Page 88 of the RFP) will determine the amount paid by the City and not how much the City will pay for each position. A Not-to-Exceed price is common in government contracts, and contracts must bid accordingly; knowing positions performing scope have acceptable ranges when they bid on a job. This RFP merely expands on that requirement to show the proposer’s supporting calculations for the various positions proposed on the contract. (The review referenced in Section 7.11 will take direct labor costs in the aggregate and not each position’s direct labor.)

20. Q: The Appendix D – Cost Table will ultimately reveal employee salary information. May this information be provided as proprietary and remain confidential?

A: Generally speaking, yes. Please refer to Section 6.29 as it relates to this issue. Historically, employee salary information that has been requested by the proposer to be exempt from disclosure has been withheld when requested by a third party. In the event the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt. It is essential though that pages containing confidential and proprietary information be labeled as such. City recommends pages containing confidential information be not comingled with other data.

21. Q: Are sub-contractors subject to the same information for Appendix D – Cost Table or may their fee be handled as a lump sum amount? If they are subject to completion of this table, please confirm that they shall also meet the training requirements found in Section 3.3.2 and the annual review from Section 7.11.C.

A: Appendix D - Cost Table should list all positions anticipated to work on the contract; including subcontractors. Any non-direct labor costs should be reflected in the burden ratio attributable to those positions. The City recognizes a proposal may contain varying burden ratios especially if subcontractors are being proposed. Whether a position is employed directly by the contractor or a subcontractor, the City has an interest to ensure the employee is adequately trained throughout the duration of the contract. The training requirements would be applicable to subcontracted positions unless such positions are ancillary to the contract and included in the burden ratio of other positions.

22. Q: In Section 2.6 there are three references to the Inspections department collecting fees. Is it the intent, the Inspections department will physically accept payments for permitting?

A: Current procedures have the Finance department collecting fees for Building Permitting and Inspections. The City reserves the right to alter this procedure in the future though.

23. Q: In the proposal form, on page 51, it was asked “Will your company accept the City’s procurement card for payments from the City of Dunwoody?” What exactly is the city’s procurement card?

A: The City’s current procurement card provider utilizes Mastercard’s platform. By marking “yes” to this statement, the City would use a Mastercard or Visa throughout the term of the contract for payments to the vendor.

24. Q: What is the total number of Taxi / Limo licenses issued in 2014?

A: Zero

25. Q: What is the ratio of fire inspections and fire plan reviews performed by your contractor compared to those performed by DeKalb FD in 2014?

A: The City performed 305 Fire Reviews and 201 Fire Inspections during 2014. We do not have statistics for DeKalb County.

26. Q: What are the total fees collected for architectural plan reviews and fire plan reviews in 2014?

A: Page 88 of the RFP document provides the 2014 fees of \$1.26 million per year. Included in those fees are about \$775,000 in architectural plan review and administrative fees. Fire plan review and administrative fees were about \$62,000.

27. Q: In order to avoid a duplication of services, could you please send us the job responsibilities of the City employed Community Development Director (CDD)? Please include a list of public meetings the CDD will attend as full representation of the department, if any.

A: At the moment, the City has not completed the job description for the director's position. The City does not anticipate a significant change from the current responsibilities but has not tabulated those responsibilities. That being said, the proposal should address each scope item within the RFP as if they are performing those services listed; regardless of the job description of employees outside the contract.

28. Q: How should we capture the cost of complying with the City's reporting and audit process in appendix D?

A: Typical records necessary to report compensation for income tax purposes (W-2's, timesheets, 941's, etc) should suffice.

29. Q: In the later years of the agreement, if a key employee must be compensated at a higher rate than presented in Appendix D, will the City adjust the cost table to compensate the contractor for this additional expense, or, if not, will the city agree to replace that employee with one whose rate is less than or equal to the direct labor charge?

A: No. The RFP is to identify firms who are responsible for providing services scoped in the document. It is not a staffing contract. The scenario referenced in the question could exist with or without Appendix D, Page IV (Page 90 of the RFP). Accordingly, the contractor's proposed Not-to-Exceed price would be the maximum paid by the City barring an amendment due to a change in the contract's scope just as it would be if Page IV wasn't provided. Please refer to Section 2.1 (specifically items g and h) regarding the replacement of staff assigned to the contract.

30. Q: Describe the process for a change order in the event the contractor is asked to perform work outside the scope of services.

A: When a City need is identified and the City deems amending the scope of the contract is most advantageous to provide the service, the City will reach out to the Contractor to discuss the need, how best to perform the service and pricing available to the City. If acceptable, a contract amendment will be presented to Council for approval. Historically, contract amendments are extremely rare and have not occurred more than once for any of the five existing contracts since 2011.

- 31. Q:** In section 7.5(G), the City refers to new vehicles that must be provided. Please confirm that they must be "new" vehicles and what should be the brand, color, make, model and options. Would the cheapest make and model new car be acceptable?

A: Yes, the RFP correctly states the vehicles must be acquired as new to be utilized initially on this contract. The proposal should include generic guidelines on the vehicles (and other equipment) to be provided by the contractor for the duration of the contract. Furthermore, the RFP states the contractor will obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.

THE FOLLOWING LIST INCLUDES CONTRACT LANGUAGE CHANGES AS A RESULT OF SUGGESTIONS/REQUESTS RECEIVED FROM POTENTIAL PROPOSERS.

Section 7.7 (A) shall be removed and replaced in its entirety with the following:

Performance Requirements

- A.** The Contractor shall perform all of its obligations and functions under the Contract in accordance [with the professional skill and care ordinarily provided by Contractors practicing in the same or similar locality under the same or similar circumstances \(herein the "Standard of Care"\)](#), and the Contract provisions, industry standards, and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.

Section 7.14 (A, C) shall be removed and replaced in its entirety with the following:

Indemnification and Insurance

- A. The Contractor shall indemnify, ~~defend~~ and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including ~~statutory liability and~~ liability under Workers' Compensation Laws), losses, ~~suits, claims, demands,~~ judgments, fines, damages, costs and expenses ~~(including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees),~~ based on a third-party claim, which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person ~~resulting from or arising out of or in connection with~~ to the extent caused by the Contractor's negligent performance of this Contract, or the negligent acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, ~~regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees,~~ or (ii) arising out of or in connection with the failure of the Contractor to exercise the Standard of Care to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 7.14 (D) below by or in favor of any person described in Section 7.14 (E) below that is attributable to Contractor's negligence, or (iv) ~~arising out of or in connection with~~ to the extent caused by any negligent action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise ~~and defend~~ the same to the extent of its interests, and to reasonably cooperate with

the defense of any such suit or claim. ~~In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City.~~ In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless ~~(1) the Contractor and the City shall have mutually agreed to the contrary, or (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City.~~ Contractor agrees to reimburse the City for reasonable defense costs, provided however that such obligation is limited to the portion of such costs equal to the percentage of Contractor's liability as ultimately determined to be caused by the willful misconduct or negligence of Contractor using principles of comparative fault. The indemnification provisions of this Section 7.14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- C. The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order, caused by its negligence or willful misconduct. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

Section 7.24 (D, I) shall be removed and replaced in its entirety with the following:

GENERAL PROVISIONS

- D.** The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim [for payment](#), lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- I.** [For Claims other than professional liability](#), if the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's [negligent operations and activities or willful misconduct](#) at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 7.14 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

***** END OF ADDENDUM *****