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REQUEST FOR PROPOSALS

RFP 15-13

PARKS AND RIGHT OF WAY MAINTENANCE

REQUEST FOR PROPOSALS (RFP) 15-13 PARKS AND RIGHT OF WAY MAINTENANCE

Sealed Proposals for Purchasing RFP 15-13 Parks and Right of Way Maintenance will be received by the City of Dunwoody, hereinafter called "City." Service providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

This contract shall be for a three year period beginning January 1, 2016 with an optional one year extension beginning approximately January 1, 2019.

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

A proposal must be submitted in a sealed envelope which shall be clearly marked RFP 15-13. One (1) printed and signed unbound original, three (3) bound copies, and one (1) electronic copy in PDF of the **proposals shall be submitted no later than 2:00pm, October 30, 2015.** (Proposals will not be submitted by facsimile or e-mail). At which time noted, all proposals received will be publicly opened and read. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

A Pre-Proposal Conference will be held at 10:00am on October 8, 2015 at the City of Dunwoody Courtroom, 41 Perimeter Center East, First Floor, Dunwoody, GA 30346. The conference will include a review of the proposal documents, and a question and answer period. Proposers are expected to be familiar with the proposal documents and to provide the City with any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for questions to be submitted.

Questions regarding proposals should be directed to purchasing@dunwoodyga.gov no later than 2:00pm October 12, 2015. Proposals are legal and binding when submitted.

Proposal must be addressed as follows: Purchasing Department
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

No Proposal may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

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

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

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

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

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

PART ONE - BACKGROUND AND GENERAL SCOPE OF WORK

- 1.1 The City seeks to engage the services of a qualified contractor to provide park maintenance services to include mowing, trimming, pruning, cleaning, trash removal, mulching, weed and insect control, trail maintenance, facilities maintenance, janitorial services and other services as specified for the City's public parks and facilities. The contractor will also be required to provide right of way and public open space maintenance services to include mowing, trimming, pruning, fallen tree removal, trash pick-up, debris removal, graffiti removal, and other services as required.
- 1.2 The Parks and Recreation Department strives to provide the residents of Dunwoody with the highest quality parks, recreational services, and green space to enhance the quality of life to our community. The Parks & Recreation Department is responsible for the management, development, safety, and maintenance of the City's parks and for right of way maintenance. The Departments is also responsible for emergency response as it relates to public works and parks functions.

Currently, the Department manages ten parks with combined land space of over 180 acres, containing 3 miles of multi-use trails, 4 playgrounds, 2 tennis courts, 2 baseball fields, multiple multi-use fields, and facilities. Facilities include water fountains, bathrooms, pavilions, an arts center, nature center, greenhouse, community garden, and dog park. These parks are home to several major events each year and offer a variety of activities including skateboarding, tennis, bocce ball and more. The City's current parks are:

Brook Run Park
Dunwoody Park
Dunwoody Nature Center

4770 N. Peachtree Rd
5321 Roberts Dr
5343 Roberts Dr

**Donaldson Bannister Farm
Windwood Hollow Park
Vernon Oaks Park
Georgetown Park
North DeKalb Cultural Arts Center
Perimeter Center East Park
Park on Pernoshal Court
Athletic Fields at Peachtree Charter
Middle School**

**4831 Chamblee Dunwoody Rd
4865 Lakeside Dr
5139 Vernon Springs Dr
4400 Dunwoody Park Dr
5339 Chamblee Dunwoody Rd
48 Perimeter Center East
1959 Pernoshal Ct
4664 N Peachtree Rd**

*Boundary Maps are attached to this document for each property

PART TWO – GENERAL PARK MAINTENANCE DETAILED SCOPE OF WORK

Proposers should, at a minimum, address the Detailed Scope of Work as part of their proposal package. Proposers may add additional items that are considered necessary to implementing the requested services.

- 2.1 Provide crew(s) with a minimum of 11 full time (40 hours per week) staff and equipment to perform park maintenance identified in the scope and in assigned work orders. Adequate personnel must be provided to meet safety requirements at all times.
- 2.2 Provide an Experienced Full Time Crew Supervisor (Resume should be included in the proposal). This Crew supervisor may be used for oversight of Parks, Right of Way, Athletic Field, and Overpass Maintenance crews. This position can be included as part of the required minimum staff.
- 2.3 Provide oversight of other skill trade contractors utilized by the City for parks repairs.
- 2.4 Provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Maintain equipment to meet clean and professional condition reflecting the City's high standards.
- 2.5 Park Coverage Requirements
General employee park coverage is required as follows:
 - 2.5.1 Weekdays (year round) –Monday through Friday from 7:00AM to 3:30PM.
 - 2.5.2 Saturdays and Sundays (year round) Minimum of 4 hours per day beginning at 7:00AM for bathroom cleaning and trash removal.
 - 2.5.3 Special events - provide up to 100 hours for activities such as Movies in the Park, Fall Festival, etc.
 - 2.5.4 Holidays (City Recognized Holidays) – Minimum of 4 hours per day for bathroom cleaning and trash removal. Except Thanksgiving and Christmas Day.
 - 2.5.5 Each day the entrance gates at Brook Run Park must be open by or before 7:00AM
- 2.6 Emergency Response - The contractor will be required to maintain a point of contact for 24-hour, 7-day per week response to weather-related incidents and other types of emergencies. This responsibility will best be handled by the Crew Supervisor. The contractor must be able to have equipment and personnel mobilized in the City within 2 hours of notification of an incident.
- 2.7 Routine Maintenance (refer to schedule in provided Appendix A)– Visually inspect the assigned area at least once daily. Evaluate site conditions and identify potential maintenance

needs or safety hazards which require immediate attention. Identify excessive litter or debris, graffiti, broken or vandalized amenities which may create a safety hazard. Adjustments in the daily schedule are made based on the findings of these inspections. Perform maintenance services as needed.

2.8 Preventive Maintenance – Perform preventive measures to avoid maintenance issues that could become a hazard to park users and result in unnecessary costs. These items include but are not limited to:

2.8.1 Winterizing restrooms, water fountains, faucets and irrigation systems

2.8.2 Cleaning and clearing roofs, gutter, drains and pipes

2.8.3 Pre-emerge beds and turf to limit excessive weed growth in landscape areas

2.8.4 Promptly notify the Parks Department of any potentially hazardous conditions that are outside the scope of this contract.

2.9 Repairs – Follow work order procedures and priorities to react to any requests for repairs. Problem areas identified through daily visual inspections of facilities and grounds, biannual inspections of facilities and grounds, and emergency reports by the contractor and park users will be reported to the City’s Parks & Recreation Department who will follow up and schedule repairs as needed.

2.10 Work Order Priority: Perform services in accordance with an established work order priority schedule. After hours and emergency work orders may be authorized verbally and followed up with a written work order. The City has the following response time requirements for work orders:

Priority 1: Complete within 24 hours.

Priority 2: Complete within 7 days.

Priority 3: Complete within 21 days.

Priority 4: As directed

ROUTINE/PLAYGROUND MAINTENANCE: SEE APPENDIX A

2.11 Litter, Debris and Trash Removal

2.11.1 Remove trash, ground litter, and debris daily or as often as needed during the week

2.11.2 Empty trash containers when they are more than half filled or are attracting bees and insects at the time of inspections or when park usage indicates that containers may be filled to capacity before the next inspection

2.11.3 Inspect specific areas such as pavilion rentals and athletic areas for litter and debris and remove litter and debris prior to scheduled use during normal working hours

2.11.4 Remove and replace trash liners placed by dog parks, dog water stations, pavilions and player areas daily regardless of how much or how little the containers are filled

2.11.5 Pick up ground trash and debris in the park while checking the trash containers. This would include blowing/sweeping off hard surfaces at park facilities.

2.11.6 Report any debris that is too large to easily remove to the City’s Parks & Recreation Department

2.12 Restroom Cleaning

2.12.1 Clean restrooms every morning at a minimum and inspect and clean again, if necessary prior to the end of the day. More frequent cleaning may be necessary at times based on usage, particularly at rental and athletic facilities

2.12.2 Restroom cleaning includes but is not limited to removing all litter and debris, sweeping and mopping floors, scrubbing toilets, sinks and urinal with disinfecting cleaner, and refilling toilet paper and paper towels and soap as needed.

2.12.3 Wash and scrub restroom floors and walls on a weekly basis

2.13 Graffiti Removal

2.13.1 Remove graffiti within 24 – 48 hours from the time it is identified whenever possible

2.13.2 Clean, remove or paint over graffiti. Report graffiti which cannot be easily removed or painted over to the City's Parks and Recreation Department. Take pictures for documentation.

2.14 Vandalism Repairs

2.14.1 Secure any vandalized area that is creating a public safety hazard immediately upon identification. This may include securing the areas for safety reasons, removing the object or placing a barrier around the area to prevent possible public access

2.14.2 Schedule necessary repairs based on the urgency of the repair

2.14.3 Document and report all vandalism to the City's Parks and Recreation Department

2.15 Playground Inspection and Repair

2.15.1 Visually inspect each playground every week

2.15.2 Clear playground areas of trash and debris on a daily basis

2.15.3 Check and blow off walking areas as needed on a daily basis

2.15.4 Complete and document playground inspection monthly

2.15.5 Check proper movement and possible wear of all dynamic elements and lubricate as needed Inspect all nuts and bolts and tighten as needed Inspect all pins, clamps, s-hooks and parts to ensure that they are securely attached in the proper locations and adjust as needed

2.15.6 Inspect for pinch points, rough edges and cracks of plastic, metal or wood surfaces and adjust as needed

2.15.7 Inspect all posts, handles, decks and play components for protruding objects that could result in injury and adjust as needed

2.15.8 Inspect all fall areas for proper depth and hard rake to fill in low areas

2.15.9 Inspect the playground and immediate areas for broken glass, trash and debris and remove debris as needed

2.15.10 Restore missing or broken equipment or park furniture to a safe condition immediately upon inspection. If permanent repairs are not immediately possible, take immediate measures to restrict access to the equipment site and to adequately warn park patrons of the hazardous situation. This may include securing the area for safety reasons, removing the object or placing a barrier around the area to prevent possible public access.

2.15.11 Add mulch to playground as directed

2.15.12 Prune trees and shrubs at least once per year and as needed

2.15.13 Sand wood rails as needed

2.15.14 Clean wood and seal as directed

- 2.15.15 Paint playground metal structures as directed
- 2.15.16 Maintain pump system at Brook Run Park and Georgetown Park water feature to include filter cleaning and recommended routine maintenance.

2.16 Sport Courts and Skate Park Inspection and Repair

- 2.16.1 Conduct visual inspections on sport courts and skate park facility daily and schedule repairs as needed
- 2.16.2 Check the play surfaces and immediate areas for broken glass, trash and debris and remove debris as needed
- 2.16.3 Check for tripping hazards such as vertical separation along cracks. Document or schedule repair as necessary
- 2.16.4 Remove any weeds growing in cracks that may exist on the play surface
- 2.16.5 Inspect all nets for damage and replace as needed
- 2.16.6 Inspect all skate park components for damage or necessary repairs
- 2.16.7 Inspect gates for proper operation and lubricate as needed
- 2.16.8 Inspect all fencing and ensure there are no protruding bolts or wires that may create a safety hazard
- 2.16.9 Inspect to ensure that windscreens are properly hung without any rips or tears and repair as needed
- 2.16.10 Inspect to ensure that all signs are not vandalized and that they are in the proper locations
- 2.16.11 Pressure-wash courts, picnic tables, walkways and concrete surfaces yearly or as needed
- 2.16.12 Spray weeds out in and around court area

2.17 Sidewalks, Multi-Use Trails, and Natural Trails

- 2.17.1 Inspect all sidewalks and trails for cleanliness and safety, and report any areas of concern
- 2.17.2 Blow all sidewalks and trails regularly to remove leaves and debris as often as necessary
- 2.17.3 Pick up all ground trash prior to blowing
- 2.17.4 Prune low-hanging limbs to eliminate potential hazards and/or sight distance issues
- 2.17.5 Remove fallen trees, limbs and debris immediately
- 2.17.6 Remove dead trees and limbs that could fall on the trail
- 2.17.7 Inspect and repair trail surface as directed to include installation of mulch or stone.
- 2.17.8 Remove snow and ice as directed by the City

2.18 Pavilions

- 2.18.1 Blow and clean daily
- 2.18.2 Clean prior to any scheduled rental and inspect after the rental for additional cleaning or repairs as needed
- 2.18.3 Blow roofs to remove leaves and debris twice a year
- 2.18.4 Conduct pavilion inspections of area and structures yearly

- 2.18.5 Coordinate repairs and upgrades with the City's Parks and Recreation Department
- 2.18.6 Prepare pavilion areas for upcoming rentals based on the City's scheduled rental request
- 2.18.7 Report any significant damage or lack of cleanup following a rental event to the City's Parks and Recreation Department immediately

2.19 Parking Lot maintenance

- 2.19.1 Daily check parking lots to ensure cleanliness and safety
- 2.19.2 Daily remove litter and debris
- 2.19.3 Daily check trash cans and empty as needed
- 2.19.4 Weekly blow leaves and excessive dirt and clear curbs, gutters, and stormwater inlets
- 2.19.5 Prune trees and shrubs located near parking spaces bi annually or as needed to avoid safety hazards
- 2.19.6 Spray or hand pull weeds in parking lot area as needed
- 2.19.7 Inspect lots yearly to determine if marking of spaces, fire lanes and other markings are visible and make recommendations for repairs
- 2.19.8 Check parking lot lights twice per year and make recommendations for repairs
- 2.19.9 Replenish gravel lots with material as directed
- 2.19.10 Remove snow and ice as directed by the City

2.20 Baseball Facility Maintenance

- 2.20.1 Repair any fencing that is detached or curling
- 2.20.2 Blow out dugouts daily during the playing and practice season
- 2.20.3 Blow off common areas and bleachers daily
- 2.20.4 Inspect dugout gate latches and doors weekly and make repairs as needed
- 2.20.5 Inspect areas for safety hazards and make repairs as needed
- 2.20.6 Daily remove trash
- 2.20.7 Daily check for safety hazards such as holes in the field of play
- 2.20.8 Daily blow off concrete surfaces, sidewalks and dugouts
- 2.20.9 Inspect and repair scoreboards as needed
- 2.20.10 Inspect and repair batting cages as needed
- 2.20.11 Coordinate the replacement of lights for fields as needed
- 2.20.12 Paint dugouts and score towers as needed
- 2.20.13 Replace mulch twice per year
- 2.20.14 Prune tree and shrubs around baseball fields once per year
- 2.20.15 Winterize irrigation system and fountains

2.21 Facility and Building Maintenance

- 2.21.1 Visually check and clean restrooms and indoor facilities daily.
- 2.21.2 Report all maintenance concerns to the City's Parks & Recreation Department

- 2.21.3 Move, remove and install fences, picnic tables, tables, chairs, bleachers, benches, etc. as required for transition to different activities or events.
- 2.21.4 Touch up paint in restrooms as needed
- 2.21.5 Clean gutters and drains around buildings as needed
- 2.21.6 Inspect and repair exterior building lights
- 2.21.7 Inspect exterior of buildings and paint when necessary
- 2.21.8 Perform annual inspection and certification of all fire extinguisher units
- 2.21.9 Through a state licensed contractor, treat each building with EPA approved pesticides in accordance with best management practices

2.22 Additional Facilities and Amenities Maintenance

- 2.22.1 Bocce Ball Courts – clean and rake gravel courts weekly to maintain even court
- 2.22.2 Tennis Courts – remove leaves, debris and trash from courts weekly. Inspect play surface, nets and fence for overall integrity
- 2.22.3 Fountains – clean filter and fountain as needed throughout operating season. Check and confirm chemical balance of water weekly. Maintain proper water level. Check fountain for any needed repairs and report to directly to the City’s Parks and Recreation Department
- 2.22.4 Pavilion Grills – clean grills as needed throughout the week and maintain proper operation
- 2.22.5 Drinking Fountains – clean drinking fountains daily and maintain proper operation
- 2.22.6 Basketball Courts – remove leaves, debris and trash from courts weekly. Inspect play surface and nets for overall integrity

2.23 Brook Run Dog Park

- 2.23.1 Daily remove litter, animal waste and trash
- 2.23.2 Daily inspect and remove debris and trees
- 2.23.3 Daily blow entrance areas and sidewalks
- 2.23.4 Daily inspect turf areas
- 2.23.5 Daily inspect area for trip hazards and washouts
- 2.23.6 Daily inspect drains and remove any debris
- 2.23.7 Daily inspect fencing and repair as needed
- 2.23.8 Replenish waste bags as needed
- 2.23.9 Fill in holes in fenced dog play area as needed
- 2.23.10 Prune limbs and shrubs as needed
- 2.23.11 Remove dead trees and limbs as needed
- 2.23.12 Re-sod and repair worn areas
- 2.23.13 Aerate and over seed grass in the winter

TURF/IRRIGATION/HORTICULTURAL MAINTENANCE: SEE APPENDIX A

2.24 Landscape and Turf

- 2.24.1 During the growing season (April 1 through October 31 approximately):

- 2.24.1.1 Mow all common turf areas on a weekly basis at the proper levels for each type of turf.
 - 2.24.1.2 Maintain an adequate turf free zone around trees to minimize turf area and avoid string trimmer damage to trees
 - 2.24.1.3 String trim all posts, benches, tables, trash containers, fence lines, tree, grills and buildings as part of the mowing operation
 - 2.24.1.4 Remove grass clippings when visible. This includes clumped grass on turf areas
 - 2.24.1.5 Remove unwanted grass and weeds from bed areas and walkways upon completion of mowing
- 2.24.2 During the off-season (November 1 through March 31 approximately):
- 2.24.2.1 Mow all common turf areas once every four weeks at the proper levels for each type of turf
 - 2.24.2.2 String trim all posts, benches, tables, trash containers, fence lines, tree, grills and buildings as part of the mowing operation
 - 2.24.2.3 Remove grass clippings when visible
 - 2.24.2.4 Blow hard surfaces to remove debris, including dug-outs and stands
 - 2.24.2.5 Trim and edge, remove debris (sticks and limbs) and provide weed control outside normal turf areas to prevent encroachment
 - 2.24.2.6 Maintain embankments as needed, prune plants and tree limbs up to 15 feet in height and pick up and dispose of trash
- 2.24.3 Edging Curbs, Sidewalks and Pavilions
- 2.24.3.1 Edge all curbs, sidewalks and pavilions once per week between April 1 through October 31
 - 2.24.3.2 Remove all grass clippings and debris from the curbs and sidewalk areas after each edging
- 2.24.4 Aerating Turf
- 2.24.4.1 Perform core aeration of all play field turf at least twice per year, including once in the spring just before fertilization and once in the fall. Perform aeration when the turf is actively growing and not under stress. Space aeration holes between 2-3 inches (this often requires 3 passes in different directions). Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means. Use a vibratory tine aerator to a depth of 4-6 inches during the winter months and as needed during the rest of the year to alleviate compaction.
 - 2.24.4.2 Provide evaluation and recommendations for aeration, sodding and reseeding of fields
- 2.19.5 Overseeding
- 2.24.5.1 Over seed turf play fields as directed. Apply seed at a rate of 10 to 15 pounds per 1000 square feet depending on the field and its use

requirements. Additional replaced applications may be needed if rain and play dictate additional applications.

2.24.6 Fertilizing Turf

- 2.24.6.1 Provide a seven-point chemical program for all play field areas, except embankments and sides of streets. Fertilizer program shall include pre-emergent weed control fertilizations and post-emergent treatments consistent with best management practices.
- 2.24.6.2 Apply fertilizer as directed to include necessary pre-emergents

2.24.7 Herbicide Use

- 2.24.7.1 In accordance with the City's sustainability goals, apply integrated pest management best practices
- 2.24.7.2 Post signage in areas after spraying to warn park users
- 2.24.7.3 Store herbicides in OSHA approved containers
- 2.24.7.4 Wear appropriate protective clothing while applying
- 2.24.7.5 Use non-selective herbicides to kill grass and weeds that are growing in cracks, around posts, around trees, along fence lines, along curb and gutters, or in other identified areas where no vegetation is desired
- 2.24.7.6 Use pre-emergent herbicides to control the germination and spread of broadleaf weeds in plant beds and turf areas
- 2.24.7.7 Use post-emergent herbicides to control emergent broadleaf weeds that are currently in plant beds or turf areas

2.24.8 Sodding

- 2.24.8.1 Sod bare spots in areas which are located on steep slopes, in drainage areas, on play fields as directed. Sprig or over seed and add hay to other areas as directed
- 2.24.8.2 Ensure the soil is slightly moist when sod is transplanted
- 2.24.8.3 Add starter fertilizer at a rate of one pound of nitrogen per 1000 square feet of area
- 2.24.8.4 Irrigate the new sod frequently enough so that the underlying soil is always moist, but do not saturate
- 2.24.8.5 Spot sod areas as required

2.24.9 Irrigation System Management / Maintenance

- 2.24.9.1 Test irrigation system before watering season begins. Test each zone for operation, water pressure, head damage, broken lines, etc.
- 2.24.9.2 Align irrigation heads ensure adequate irrigation coverage and prevent overspray
- 2.24.9.3 Maintain and repair the irrigation system as directed. Large repairs should be reported to the City's Parks and Recreation Department
- 2.24.9.4 Shut off the irrigation system no later than November 15th, shut off the water at the meter and open existing drains and drain the system

2.24.10 Flower Bed Maintenance

- 2.24.10.1 Place pine straw / mulch in landscape islands and around the base of trees planted in turf to a minimum of two foot radius from the tree as directed
- 2.24.10.2 Mulch shall not contact / cover the tree trunk. A mulch free area of 6 inches wide at the base of the tree shall be provided to avoid disease and decay. Mulching in shrub and flower beds should be 3 -6 inches deep and contained within the border of the bed
- 2.24.10.3 Replace pine straw / mulch twice per year in depleted landscape shrub and flower bed areas
- 2.24.10.4 Perform weed control in shrub and flower beds as required from February through October
- 2.24.10.3 Remove weeds in excess of 4 inches by pulling or cultivating immediately
- 2.24.10.6 Restrict use of herbicides in park areas that are environmentally sensitive, such as the Dunwoody Community Garden, playgrounds, and stream buffer areas
- 2.24.10.7 Where possible produce and install mulch and compost recycled from on-site plant material

2.24.11 Pruning

- 2.24.11.1 Prune to remove hazardous, broken, diseased or deadwood from a tree or shrub and / or rejuvenate the shape of the plant
- 2.24.11.2 Remove diseased or dead trees immediately for disease control and to prevent safety hazards
- 2.24.11.3 Replace dead plants as directed
- 2.24.11.4 Remove fallen trees according to priority. Fallen trees on walkways or roadways would require a priority 1 status
- 2.24.11.5 Prune limbs away from roofs, structures, fences, walkways and parking lots as needed

2.25 Contractor Responsibilities

In addition to providing an adequate number of qualified personnel, the contractor will be responsible for the following:

- 2.25.1 Provide and maintain in satisfactory operating condition all equipment necessary to provide the required services.
- 2.25.2 All vehicles and fuel needed to provide the required services.
- 2.25.3 All communication and computer devices and service necessary to be able to maintain around the clock accessibility and to be able to maintain access to the City's internet-based work order system. Crews assigned to right of way work orders will be expected to be provided with a laptop and digital camera or preferably a smart phone for interaction with the work order system.
- 2.25.4 Any applicable training.

2.26 City Provided Items

- 2.26.1 Magnetic City of Dunwoody logos for contractor vehicles.
- 2.26.2 Use of the maintenance facility at Brook Run Park.
- 2.26.3 Materials and supplies other than fuel and equipment. For example: lumber, janitorial supplies, mulch, gravel etc.
- 2.26.4 GPS enabled phones equipped with tracking and issue reporting software for use in contractor vehicles for route tracking and storm response.

*The Parks Maintenance Schedules in Appendix A are provided as an indication of the timing and frequency of parks maintenance activities. The calendar portion indicates the times of year when an activity could occur or typically occurs. The frequency is noted in the columns to the right. These schedules are provided for information purposes. The contractor will be responsible for developing their own schedule and staffing to satisfy all of the scope items listed above.

PART THREE - ATHLETIC FIELD MAINTENANCE SCOPE OF SERVICE

- 3.1 Provide crew(s) and equipment to perform athletic field maintenance as identified in the scope of work and in assigned work orders. Crews will be expected to maintain athletic fields and facilities separate of parks and right of way locations at least 2 days a week. Adequate personnel must be provided to meet safety requirements at all times. Some work will necessitate after hours call out and/ or weekend work. Crews must be available to respond to weather-related incidents and other emergencies on a 24 hour on-call basis with a 2 hour response time.
- 3.2 Proposers should, at a minimum, address the Detailed Scope of Work as part of their proposal package. Proposers may add additional items that are considered necessary to implementing the requested services
- 3.3 Provide an Experienced Athletic Field Maintenance Supervisor (Resume should be included in the proposal).
- 3.4 Provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Maintain equipment to meet clean and professional condition reflecting the City’s high standards.
- 3.5 Athletic Facilities located at the following locations:
 - 3.5.1 Dunwoody Park
 - 3.5.2 Park on Pernoshal Court
 - 3.5.3 Peachtree Charter Middle School
 - 3.5.4 Brook Run Park (future)

ATHLETIC MAINTENANCE: SEE APPENDIX A

- 3.6 Athletic Turf Maintenance
 - 3.6.1 Cut all fields during the Bermuda growing season.
 - 3.6.2 Cut fields twice per week during the months of May through September
 - 3.6.3 Cut fields once per week during the months of October-mid November
 - 3.6.4 Remove thatch at the beginning of the Bermuda growing season
 - 3.6.5 Apply pre and post emergent, fertilizer and herbicide based on industry standard for turf athletic fields or as directed. Must be performed by licensed applicator.
 - 3.6.6 Prep fields as needed according to season and sport which includes but is not limited

to:

- 3.1.6.1 Remove bases, drag infields and fill in sliding area ruts.
- 3.1.6.2 Rake mounds and home plate
- 3.1.6.3 Repair pitchers toe, landing areas and batter's box.
- 3.1.6.4 Paint foul lines infield, outfield and batter's box.
- 3.1.6.5 Stripe fields for sport to be played according to age appropriate standard.

3.7 Aerating Turf

- 3.7.1 Perform core aeration of all play field turf at least twice per year, including once in the spring just before fertilization and once in the fall. Perform aeration when the turf is actively growing and not under stress. Space aeration holes between 2-3 inches (this often requires 3 passes in different directions). Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means. Use a vibratory tine aerator to a depth of 4-6 inches during the winter months and as needed during the rest of the year to alleviate compaction.
- 3.7.2 Provide evaluation and recommendations for aeration, sodding and reseeding of fields

3.8 Overseeding

- 3.8.1 Over seed turf play fields as directed. Apply seed at a rate of 10 to 15 pounds per 1000 square feet depending on the field and its use requirements. Additional replaced applications may be needed if rain and play dictate additional applications.

3.9 Fertilizing Turf

- 3.9.1 Provide a seven-point chemical program for all play field areas, except embankments and sides of streets. Fertilizer program shall include pre-emergent weed control fertilizations and post-emergent treatments consistent with best management practices.
- 3.9.2 Apply fertilizer as directed to include necessary pre-emergent.

3.10 Herbicide Use

- 3.10.1 In accordance with the City's sustainability goals, apply integrated pest management best practices
- 3.10.2 Post areas after spraying to warn park users
- 3.10.3 Store herbicides in OSHA approved containers
- 3.10.4 Wear appropriate protective clothing while applying
- 3.10.5 Use non-selective herbicides to kill grass and weeds that are growing in cracks, around posts, around trees, along fence lines, along curb and gutters, or in other identified areas where no vegetation is desired
- 3.10.6 Use pre-emergent herbicides to control the germination and spread of broadleaf weeds in plant beds and turf areas
- 3.10.7 Use post-emergent herbicides to control emergent broadleaf weeds that are currently in plant beds or turf areas

3.11 Sodding

- 3.11.1 Sod bare spots in areas which are located on steep slopes, in drainage areas, on play fields as directed. Sprig or over seed and add hay to other areas as directed
- 3.11.2 Ensure the soil is slightly moist when sod is transplanted
- 3.11.3 Add starter fertilizer at a rate of one pound of nitrogen per 1000 square feet of area

- 3.11.4 Irrigate the new sod frequently enough so that the underlying soil is always moist, but do not saturate
- 3.11.5 Spot sod areas as required

3.12 Irrigation System Management / Maintenance

- 3.12.1 Test irrigation system before watering season begins. Test each zone for operation, water pressure, head damage, broken lines, etc.
- 3.12.2 Maintain and repair the irrigation system as directed
- 3.12.3 Shut off the irrigation system no later than November 15th, shut off the water at the meter and open existing drains and drain the system

*The Athletic Field Maintenance Schedules in Appendix A are provided as an indication of the timing and frequency of athletic field maintenance activities. The calendar portion indicates the times of year when an activity could occur or typically occurs. The frequency is noted in the columns to the right. These schedules are provided for information purposes. The contractor will be responsible for developing their own schedule and staffing to satisfy all of the scope items listed above.

PART FOUR - RIGHT OF WAY AND PUBLIC OPEN SPACE MAINTENANCE

- 4.1 Provide crew(s) with a minimum of 2 part time/full time staff and equipment to perform right of way maintenance as identified in the scope of work and in assigned work orders. Crews will be expected to maintain right of way locations separate of parks locations at least 3 days a week. Adequate personnel must be provided to meet safety requirements at all times. Some work will necessitate after hours call out and/ or weekend work. Crews must be available to respond to weather-related incidents and other emergencies on a 24 hour on-call basis with a 2 hour response time.
- 4.2 The right of way maintenance contractor will be responsible for maintaining the public right of way and other City owned open space in a manner consistent with Dunwoody's high standards. The city currently mows approximately 6 acres of right of way spread over seven centerline miles of roadway. Maintenance will include routine mowing and cutting vegetation in designated areas, trash, debris and hazard removal as needed and response to weather incidents and other emergencies that affect public infrastructure.
- 4.3 The contractor must provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. The equipment must be maintained in a clean and professional condition reflecting the City's high standards. The contractor must have at least one four wheel drive truck available for use during winter weather. The truck should be a full-size pickup truck or larger.
- 4.4 The scope of services for right of way maintenance includes four tasks:
 - 4.4.1 Routine Right of Way Maintenance
 - 4.4.2 Work Order Generated Services
 - 4.4.3 Emergency Response
 - 4.4.4 Special City Sponsored Events

RIGHT OF WAY MAINTENANCE

4.5 Routine Right Of Way Maintenance

4.5.1 Areas of Maintenance consist of the following:

- 4.5.1.1 Mowing Areas
- 4.5.1.2 Trimming/Pruning Areas
- 4.5.1.3 Medians
- 4.5.1.4 Sidewalks
- 4.5.1.5 Bike Lanes
- 4.5.1.6 Adopt-a-Spot Locations
- 4.5.1.7 All Other Right of Way

*Map will be provided for reference upon award of contract.

- 4.5.2 During the growing season from April 1st to October 31st the contractor will mow and trim vegetation in the areas designated twice per month.
- 4.5.3 Trash in these areas should be picked up before and after the mowing as necessary.
- 4.5.4 Trash must be bagged and disposed of properly.
- 4.5.5 Other debris such as fallen tree limbs, car parts etc. must be removed and disposed of properly.
- 4.5.6 Illegal signs in the right of way must be removed and provided to the City's Code Enforcement Department.
- 4.5.7 Sidewalks and gutters should be kept clear of debris, leaves and vegetation.
- 4.5.8 Any unsafe conditions observed by contractor personnel will be reported to the City's Public Works Department.
- 4.5.9 Apply mulch and pine straw to areas of exposed soil or landscape planting.
- 4.5.10 Perform extensive cut back of shrubs, trees, weeds, vines to maintain clear sight lines, vehicle and pedestrian accessibility, and overall maintained appearance.
- 4.6.11 Remove fallen trees in any right of way areas as needed.
- 4.6.12 Perform cleanup of fallen leaves from all right of way locations during fall/winter season.

4.6 Work Order Generated Services

In addition to the routine right of way mowing, the contractor will be required to complete various work order generated tasks at the direction of the Public Works staff. These tasks include but are not limited to: removing roadway hazards such as debris and diseased or fallen trees, trimming vegetation to improve visibility at intersections or street sign locations, picking up trash and dead animal removal. The work orders will be disseminated to the contractor electronically through Public Works' Cityworks work order management software. Work orders will be assigned a priority by the Public Works staff. The contractor will be expected to monitor the status of work orders and complete them in a timely manner as follows:

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

4.7 Emergency Response

The contractor will be required to maintain a point of contact for 24-hour, 7-day per week response to weather-related incidents and other types of emergencies. This responsibility will best be handled by the Crew Supervisor. The contractor must be able to have equipment and personnel mobilized in the City within 2 hours of notification of an incident. Costs for work after normal business hours will be paid on an hourly basis.

4.8 Special City Sponsored Events

4.8.1 Dunwoody Independence Day Parade Preparation - The City of Dunwoody assists the Dunwoody Homeowner's Association in preparation for the annual Independence Day parade. Under this task the contractor will be responsible for mowing, pruning, trash pick-up, and sidewalk and gutter cleaning along the parade route prior to the parade. The parade route is Mount Vernon Road from Jett Ferry Road to Dunwoody Village Parkway and Dunwoody Village Parkway from Mount Vernon Road to Chamblee Dunwoody Road.

4.8.2 Additional Prospective Future City Sponsored Events

4.9 Contractor Responsibilities

In addition to providing an adequate number of qualified personnel, the contractor will be responsible for the following:

4.9.1 Provide and maintain in satisfactory operating condition all equipment necessary to provide the required services.

4.9.2 All vehicles and fuel needed to provide the required services.

4.9.3 All communication and computer devices and service necessary to be able to maintain around the clock accessibility and to be able to maintain access to the City's internet-based work order system. Crews assigned to right of way work orders will be expected to be provided with a laptop and digital camera or preferably a smart phone for interaction with the work order system.

4.9.4 Any applicable training. (a minimum of 12 hours per year per staff is required. Documentation should be submitted to City staff upon completion)

4.10 City Provided Items

4.10.1 Magnetic City of Dunwoody logos for contractor vehicles.

4.10.2 Use of the maintenance facility at Brook Run Park.

4.10.3 Materials and supplies other than fuel and equipment. For example: lumber, janitorial supplies, mulch, gravel etc.

4.10.4 GPS enabled phones equipped with tracking and issue reporting software for use in contractor vehicles for route tracking and storm response.

*The Right of Way Maintenance Schedule in Appendix A is provided as an indication of the timing and frequency of maintenance activities. The calendar portion indicates the times of year when an activity could occur or typically occurs. The frequency is noted in the columns to the right. These schedules are provided for information purposes. The contractor will be responsible for developing their own schedule and staffing to satisfy all of the scope items listed above.

PART FIVE – OVERPASS/UNDERPASS MAINTENANCE

5.1 Provide crew(s) with a minimum of 2 part time staff and equipment to perform right of way maintenance as identified in the scope of work and in assigned work orders. Crews will be expected to maintain overpass and underpass locations separate of parks locations but can be included as part of right of way maintenance crews. Adequate personnel must be provided to meet safety requirements at all times.

5.2 The contractor will be responsible for maintaining the overpasses and underpasses in a manner consistent with Dunwoody's high standards. Maintenance will include routine mowing and cutting vegetation in designated areas, trash, debris and hazard removal as

needed.

- 5.3 The contractor must provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. The equipment must be maintained in a clean and professional condition reflecting the City's high standards.
- 5.4 The locations where work will be performed include the following:
 - 5.4.1 Chamblee Dunwoody Rd at I-285 - Overpass
 - 5.4.2 North Peachtree Rd at I-285 – Underpass

RIGHT OF WAY MAINTENANCE

- 5.5 Routine Overpass/Underpass Maintenance
 - 5.5.2 During the growing season from April 1st to October 31st the contractor will mow and trim vegetation in the areas designated once per month.
 - 5.5.3 Trash in these areas should be picked up before and after the mowing as necessary.
 - 5.5.4 Trash must be bagged and disposed of properly.
 - 5.5.5 Other debris such as fallen tree limbs, car parts etc. must be removed and disposed of properly.
 - 5.5.6 Illegal signs in the right of way must be removed and provided to the City's Code Enforcement Department.
 - 5.5.7 Sidewalks and gutters should be kept clear of debris, leaves and vegetation.
 - 5.5.8 Any unsafe conditions observed by contractor personnel will be reported to the City's Public Works Department.

*The Right of Way Maintenance Schedule in Appendix A is provided as an indication of the timing and frequency of maintenance activities. The calendar portion indicates the times of year when an activity could occur or typically occurs. The frequency is noted in the columns to the right. These schedules are provided for information purposes. The contractor will be responsible for developing their own schedule and staffing to satisfy all of the scope items listed above.

PART SIX - EQUIPMENT

- 6.1 Daily Equipment

Expected to be onsite daily for use.

 - 6.1.1 Scope of Service Equipment – All necessary hand or power tools to complete identified Scope of Work
 - 6.1.2 Site Equipment – Loader (ie. skid steer/equipped tractor), mowers, string trimmers, edgers, blowers, parking lot blowers, spreader/hopper, backpack sprayer, tree sprayer, utility side by side;
 - 6.1.3 Pruning Equipment – chain saws, pole saws, hedge trimmers, hand pruners;
 - 6.1.4 Facilities Equipment – sump pump, pipe snake, pressure washer, ladders, power drills, circular saw
- 6.2 Equipment Upon Request

Expected to be onsite upon request within a reasonable amount of time

 - 6.2.1 Aerator (80 hours annually)
 - 6.2.2 Augers (40 hours)
 - 6.2.3 Bush hog (100 hours)
 - 6.2.4 Tiller (40 hours)
 - 6.2.5 Chipper (200 hours)

6.3 Provide additional out of scope pricing in provided bid sheet

PART SEVEN – PROPOSAL FORMAT

7.1 Proposal Format and Content:

One signed original, three (3) 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.

Description of required Sections and Information:

7.1.1 **Cover Letter** (Section I): 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 60 days after the due date. The letter should include the RFP number, name of the firm, local address, telephone number, e-mail address, and name of a primary contact person.

7.1.2 **Proposal Forms and Cost Proposal Forms** (Section II)

7.1.3 **Project Understanding and Scope of Work** (Section III): Describe the firm's understanding of the proposed services as described in the RFP. Each proposer should include a summary of their proposed management plan. The management plan should describe the number of crews and seasonal personnel, if any, proposed to accomplish the described scope of work.

7.1.4 **Personnel** (Section IV): Provide information on supervisory personnel to be assigned to this contract including the Parks Maintenance Supervisor. The proposal should identify any applicable certifications held by proposer personnel.

7.1.5 **Similar Experience** (Section V): List and describe your firm's experience in the past five years that best match the scope of these services. In addition, references, including name, address, telephone number, and e-mail address of a contact person for each job identified and described above should be included.

7.1.6 **Additional Information** (Section VI): 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.

PART EIGHT - 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.

The City's staff will review all proposals submitted. After reviewing the proposals, staff 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. The purpose of such an interview would be for all proposers to elaborate upon their Proposal before a recommendation for ranking of the Proposals is made. Interview responses 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.

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

8.1 Proposed Management Plan and Approach of Work – 60% The Proposal shall outline the plan that the firm will use to provide the most effective delivery of the requested services put forth by the City.

8.2 Firm Qualifications -20% The Proposal must give a detailed report of related experiences that demonstrate the ability of the proposer to perform requested services as outlined in this RFP. 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.

8.3 Cost Proposal Fee – 20%

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

Bid Sheet RFP 15-13 Parks and Right of Way Maintenance

Service	Unit of Measure	Year 1	Year 2	Year 3	Year 4
Parks Maintenance - Part 2 and Part 3	Lump Sum				
Parks Maintenance (Afterhours Emergency Response)- Part 2 and Part 3	Hourly Rate				
Right of Way Maintenance - Part 4	Lump Sum				
Right of Way Maintenance (Afterhours Emergency Response)- Part 4	Hourly Rate				
Overpass/Underpass Maintenance - Part 5	Lump Sum				
Additional Equipment/Labor Cost (Out of Scope)	Unit Price	See Bid Sheet	See Bid Sheet	See Bid Sheet	See Bid Sheet

RFP 15-13 Bid Sheet Parks and Right of Way Maintenance Additional Unit Costs

Equipment/Labor	Daily Cost	Weekly Cost
2 man maintenance crew		
Aerator (walk behind)		
Auger (skid steer)		
Auger (2 man)		
Auger (1 man)		
Bush Hog		
Tiller (rear tine)		
Tiller (light duty)		
Chipper 12"		
Chipper 6"		
Lawn Dethatcher		
Hydroseeder		
Sod Cutter		
Bed Edger		
Trencher (walk behind)		
Mini Backhoe		
Tractor (65-75 HP)		
Tractor (40-49HP)		
Box Scraper (Tractor)		
Rotary Cutter (Tractor)		
Landscape Rake (Tractor)		
Aerator (Tractor)		
Rotary Tiller (Tractor)		
Tow Behind Spreader (Tractor)		
Harley Rake (Tractor)		
Scissor Lift 10-13'		
Scissor Lift 14-19'		
Electric Sewer Snake		
Concrete Cutoff Saw		
Portable Gas Generator		
Plate Compactor		
Portable Abrasive Blaster		
Power Wheel Barrow		
Mulch/Straw Blower		
Utility Trailer (6x10')		
Traffic Barrels (10 count)		

PROPOSAL FORM

RFP 2015–13 Parks and ROW Maintenance

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://dunwoodyga.gov/index.php?section=for_businesses_doing_business_with_the_city_procurement_opportunities) 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 15-13 Parks and ROW Maintenance for PW, 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 January 1, 2016. This contract shall be for three years 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 _____

GENERAL CONDITIONS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document or not relevant to the particular type of good or service.

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

2. REGULATIONS

- 2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

4. CONTRACTOR'S PERSONNEL

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Contractors' employees shall wear (when appropriate) neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Specification.
- 4.9.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
- 4.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
- 4.9.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. ITEMS PROVIDED BY THE CITY

- 5.1 Work Location. It shall be the sole responsibility of the Contractor to provide for project team work locations.
- 5.2 Uninterruptible Power Supply (UPS). It shall be the sole responsibility of the Contractor to provide for project team all necessary UPS.
- 5.3 Printers. It shall be the sole responsibility of the Contractor to provide for project team all necessary printers.
- 5.4 Office Space. It shall be the sole responsibility of the Contractor to provide for project team all necessary office space.
- 5.5 Utility Services. It shall be the sole responsibility of the Contractor to provide for project team all necessary utility services.
- 5.6 Employee Parking. It shall be the sole responsibility of the Contractor to provide for project team all necessary parking.

6. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Contractor to provide for project team all tools, parts and equipment necessary to perform work under this Contract.

7. PERFORMANCE REQUIREMENTS

- 7.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications, industry standards and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 7.2 The Contractor's personnel shall perform work in a neat and professional manner, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- 7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative.
- 7.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 7.5 The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- 7.6 The Contractor will make a reasonable effort to reply to e-mails and phone calls from City personnel within 1 business day. When a response is anticipated to take more than 1 business day to prepare, the Contractor will acknowledge the request immediately and provide an estimated time to deliver the complete response. In addition, the contractor shall make every reasonable effort to respond to formal written communication from the City within 3 business days of receipt.

8. CONFIDENTIAL INFORMATION

- 8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.

- 8.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- 8.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 8.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- 8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

9. USE OF PREMISES

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

10. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 11.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 11.2 The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 11.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- 11.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 11.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due

amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

- 11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 41 Perimeter Center East, Suite 250, Dunwoody, GA 30346.

12. COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 12.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 12.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of the Official Code of Georgia Annotated and relevant State Rules and Regulations.

13. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

14. INDEMNIFICATION AND INSURANCE

- 14.1 The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 14.4 below by or in favor of any person described in Section 14.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City

agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- 14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

14.7 Insurance

14.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

14.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

14.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

14.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

14.7.4 Deductibles. The Contractor's policies of insurance required by this Section 14.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

14.7.5 Other Insurance Requirements. All insurance policies required by this Section 14.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 15.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days notice of cancellation for non-payment is required. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

15.1 A surety Bond/Letter of Credit is not required for this Contract.

15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

16. CONTRACT ADJUSTMENTS

16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.

16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

- 16.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

17. SUBCONTRACTORS

- 17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- 17.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

18. DEFAULT AND TERMINATION

- 18.1 In the event that:
- 18.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
 - 18.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
 - 18.1.3 the Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
 - 18.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

- 18.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 - 18.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
 - 18.1.7 There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
 - 18.1.8 The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.
- 18.3 Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed

hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the vent of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

19. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative and an Assistant Representative designated to serve in that capacity in the absence of the CITY'S AUTHORIZED REPRESENTATIVE, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CITY'S AUTHORIZED REPRESENTATIVE have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

20. ASSIGNMENT

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

21. NOTICES

21.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

21.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
ATTN: City Manager
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

21.3 Either party may change its notice address by written notice to the other given as provided in this section.

22. NONDISCRIMINATION

22.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

22.1.1 **Compliance with Regulations.** The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

22.1.2 **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

22.1.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

22.1.4 **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

22.1.5 **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

22.1.6 **Incorporation of Provisions.** The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in

addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 22.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

23. COPYING DOCUMENTS

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

24. GENERAL PROVISIONS

- 24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.
- 24.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 24.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 24.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 24.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 24.6 The section headings herein are for the convenience of the City and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 24.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 24.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 24.9 If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 24.10 The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 24.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 24.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 24.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.
- 24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by

the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

- 24.15 The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 24.16 The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the

Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

- 24.17 The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 24.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 24.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.
- 24.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 24.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 24.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.
- 24.23 The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 24.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.
- 24.25 Contractor must adhere to the City's Travel Policy.

***** END OF GENERAL CONDITIONS *****