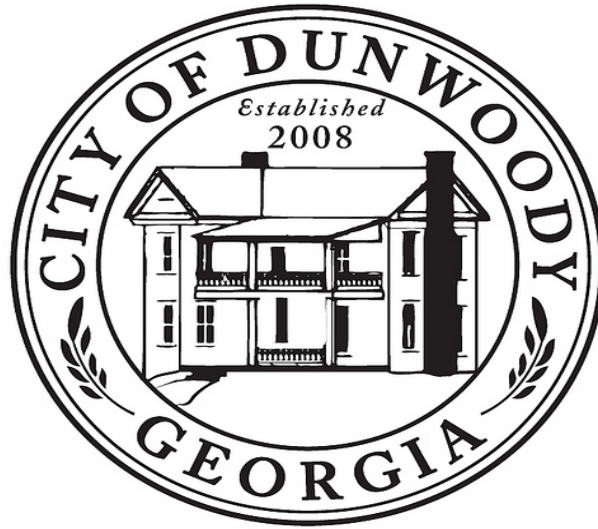


City Of Dunwoody  
Request for Proposals for City Services



Financial and Administrative Services  
Dunwoody, Georgia

**Request for Proposals  
To Provide City Services**

**RFP Number 2008.001**

**October 31, 2008**

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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**SECTION 1 - REQUEST FOR PROPOSALS**

The City of Dunwoody is requesting proposals for Provision of Services to the City of Dunwoody, Georgia (the "City") to implement, manage and operate a wide range of services/functions for the new city becoming incorporated as of December 1, 2008. This Request for Proposals (RFP) is issued subject to all of the terms, limitations, and conditions as set forth in City Charter as passed during the 2008 Georgia Legislative Session. Competitive sealed proposals shall be submitted in response hereto. All proposals submitted pursuant to the request shall be made in accordance with the provisions of these instructions. Services will include administration and management of the scope of work as described in Section 3 of this RFP.

**Interested firms are invited to attend a mandatory Pre-Proposal conference on November 7, 2008. There will be time set aside for questions during this meeting. This meeting will begin at 10:00a.m. at The Point, 400 Northridge Road, 7<sup>th</sup> Floor, Atlanta, GA 30350.**

In accordance with the requirements of this RFP, some or all proposers may be given an opportunity to participate in presentations to the City's selection committee. Proposers selected for interviews will be notified by the City. Interviews, if needed, are proposed to be held beginning November 20, 2008. Individual presentation times will be scheduled with each selected firm.

Section 4 of this RFP includes the required format for a Form of Response to this RFP. Ten (10) copies of the response to this RFP shall be delivered no later than **4:00 pm on November 17, 2008** to the attention of the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta Georgia 30350 (770) 992-3210. Facsimile or email responses will not be accepted.

This City of Dunwoody will make the pre-proposal conference sign-in sheet available via posted on the website with the RFP in an effort to assist in the pairing of potential team members for response to this RFP.

Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of the Agreement.

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**SECTION 2 - RFP SCHEDULE OF EVENTS**

The following milestone schedule represents the City's best estimate of the schedule that shall be followed.

The City reserves the right, at its sole discretion, to adjust their schedule, as it deems necessary. Notification of any adjustment to the milestone schedule shall be distributed to all firms who signed in at the mandatory pre-proposal conference.

Issue RFP	October 31, 2008
Pre-Proposal Conference (Mandatory)	November 7, 2008
Deadline for written questions	November 12, 2008
Response to Questions	November 14, 2008
Deadline for Submission of Proposals	November 17, 2008
Possible Interviews	November 20 and 21, 2008
Selection of Vendor	November 25, 2008
Limited Service Begins	December 1, 2008
Execute City Agreement	December 17, 2008
<b>Begin Full Services for the City of Dunwoody</b>	<b>January 1, 2009</b>

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## **SECTION 3 - SCOPE OF SERVICES**

### **3.1 General**

#### **Project Description**

The City will commence municipal operations on December 1, 2008 in accordance with the recently approved City Charter. While City services will continue to be performed for the City of Dunwoody by DeKalb County from December 1, 2008 until December 31, 2008, some limited services required by this RFP will commence on December 1, 2008. Beginning on January 1, 2009 all services required by this RFP will begin under the direct operation and control of the newly formed City of Dunwoody at the direction of the Mayor, Council, and City Manager.

### **3.2 Scope of Work**

#### **Financial and Administrative Services**

#### **REQUIRED SERVICES**

##### **General**

The services required for which this RFP is being issued shall include but not be limited to those outlined in this Exhibit.

The intent of the Contract is that the offeror assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. The intent of the Contracts is that the offeror firm assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. Where the offeror anticipates needs that may occur which are not specifically set forth hereunder, the offeror is expected to identify with specificity those needs as part of its proposal. The scope of work under this RFP is to be in conformance with the overall City organization as defined in Exhibit "B".

It is anticipated that the proposal submitted hereunder shall, if awarded, be incorporated as an addendum to Exhibit "A" of the Contract between the offeror and the City to further define the scope of the offeror's services thereunder. Accordingly, all responses should be in a format suitable for incorporation into said Contract as an exhibit.

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All services and duties must be operational as of the date indicated in section 2.0 of this RFP.

Each of the services below shall include, as a material provision thereof, the attendance as necessary and/or requested of any and all meetings of the City Council to discuss and/or make recommendations regarding any matters within the purview of the requested services.

Whenever the requirement calls for the offeror to develop and/or implement a policy, it shall be material provisions thereof that such policy shall be made in furtherance of the directives as provided to the offeror by the City Finance & Administration Director and the City Manager. It is the intent to outline below general requirements of the offeror in the production of work at the direction of the City Finance & Administration Director.

### **3.3 FINANCE AND ACCOUNTING**

#### **3.3.1 Revenue Administration**

3.3.1.1 It is the intent of the City of Dunwoody that the offeror take aggressive and proactive steps to collect any and all revenues due to the City in order to ensure timely and complete collection of the City's revenues. Financial Services shall include, but not be limited to the following:

3.3.1.2 Coordinate with local, state and federal agencies charged with collection and disbursement of taxes, assessments, fees, charges and other impositions to ensure full and timely collection of all monies due to the City.

3.3.1.3 Assist the City Finance & Administration Director with the collection and disbursement of taxes, assessments, fees, charges, grants, and other impositions to ensure full and timely collection of all monies due to the City. Alcohol license volume is expected to be around 100 licenses and approximately 2000 business licenses.

3.3.1.4 Administer the fees, charges and their miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with the City programs.

3.3.1.5 Recommend enforcement actions to the City Finance & Administration Director to induce payment in accordance with the City's policies and procedures.

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3.3.1.6 Prepare monthly financial reports as directed by the City Finance & Administration Director.

**3.3.2 Capital Program Administration:**

3.3.2.1 Coordinate with the City Finance & Administration Director the capital needs of the City.

3.3.2.2 Assist in obtaining financing if necessary and maintain proper fund accounting procedures.

3.3.2.3 Assist in the administration and implementation of capital program financing.

**3.3.3 Investment Services**

3.3.3.1 Assist in investing City funds per approved City of Dunwoody policies.

3.3.3.2 Produce timely reports on the performance of the City's investments as directed by the Finance and Administration Director.

**3.3.4 Fund Accounting**

3.3.4.1 Establish and maintain a Fund Accounting System in accordance with Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles (GAAP), the Uniform Accounting System prescribed by Department of Community Affairs and the rules of the Georgia Department of Audits and Accounts.

3.3.4.2 Prepare reports for Department of Community Affairs and State Revenue Department and distributions.

3.3.4.3 Prepare all other financial reports as required by applicable law and accounting standards.

**3.3.5 Accounts payable/receivable**

3.3.5.1 Install and administer the purchase order system and make timely payment of all invoices.



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3.3.5.2 Coordinate tax collection, franchise fees, utility taxes and all other receivables to ensure full and timely receipt of all receivables.

**3.3.6 General fixed asset accounting**

3.3.6.1 Account for assets constructed by or donated to the City for maintenance.

3.3.6.2 Inventory and maintain a list of all City property in accordance with GASB #34 and the Georgia Department of Audits and Accounts.

**3.3.7 Budgeting**

3.3.7.1 Assist the City Finance & Administration Director with annual budgeting and budgeting maintenance per GASB and Governmental Finance Officers Association (GFOA) standards.

3.3.7.2 Liaison with all City departments on budget preparation and administration.

3.3.7.3 Provide material for and attend all budget meetings, hearing and public meetings.

3.3.7.4 Coordinate with other departments and governmental entities as necessary.

**3.3.8 Forecasting**

3.3.8.1 Assist City Finance & Administration Director with detailed financial forecasts and analyses.

3.3.8.2 Identify trends and analyze their impact upon City's finances, operations and capital.

3.3.8.3 Recommend policy and action recommendations.

3.3.8.4 Coordinate with other departments and governments.

**3.3.9 Comprehensive Annual Financial Report (CAFR)**

3.3.9.1 Prepare the Annual Financial Report for Units of Local Government, in accordance with Generally Accepted Accounting Principles as defined by the Government Finance Officers Association.

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3.3.9.2 Strive for GFOA budget and CAFR annual awards.

**3.3.10 Risk Management**

3.3.10.1 Recommend and advise the City Finance & Administration Director of the appropriate amounts and types of insurance and assist with procuring all necessary insurance.

3.3.10.2 Process and assist in the investigation of insurance claims, in coordination with the City Attorney.

3.3.10.3 Develop and maintain a risk management claims review procedure, in coordination with the City Finance & Administration Director and City Attorney.

3.3.10.4 Review insurance policies and coverage amounts of City vendors and make recommendations for changes.

**3.3.11 Purchasing**

3.3.11.1 Recommend to the City Finance & Administration Director and assist in the implementation of procurement policies and procedures.

3.3.11.2 Assist in selection of vendors.

3.3.11.3 Participate in county and state level purchase plans.

3.3.11.4 Prepare RFP's, as directed by the City Finance & Administration Director.

3.3.11.5 Prepare and process requisitions.

3.3.11.6 Ensure that transparency and impartiality are hallmarks of the procurement process of the City of Dunwoody.

**3.4 INFORMATION TECHNOLOGY**

The City will own all hardware, software, and data. As new requirements arise, purchases must be authorized by the city and will become City property. The City anticipates 25 to 30 staff and vendor personnel to be located within the City Hall and a Police Force of 35 to 40 personnel.

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### **3.4.1 City Website**

3.4.1.1 Design and maintain the City website including, but not limited to, City contact information, statistics, history, departmental and facility description, Council meeting schedule, meeting agendas, agenda packages, minutes, codes, ordinances, notices, pictures, and multimedia.

3.4.1.2 Publish City provided GIS database interface on the website.

### **3.4.2 Information Technology**

3.4.2.1 Assist with the purchase of, install, configure, and maintain hardware and software sufficient to efficiently satisfy all City needs. Hardware includes, but is not limited to, desktop computers, laptop computers, peripherals, cell phones, mobile devices, copiers, printers, scanners, faxes, plotters, cameras, projectors, and audio recorders. Software includes, but is not limited to, systems for accounting, human resources, work order tracking, public works, capital planning, court management, police force, and geospatial information system (GIS) integration.

3.4.2.2 Manage the inventory and licensing of all IT assets and report discrepancies to the City Finance & Administration Director.

3.4.2.3 Maintain software and hardware interoperability among users and systems. The local area network is TCP/IP based and IPV6 compatible. The computer network is based upon Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional suite.

3.4.2.4 Maintain a three year replacement program for all computers and equipment.

3.4.2.5 Provide all users with email for internal and external communications, common contact lists, and scheduling.

3.4.2.6 Archive and retrieve all emails to comply with open records requests.

3.4.2.7 Provide for the centralized, electronic storage of the City's documents.

3.4.2.8 Ensure data security and integrity with a nightly backup (with offsite storage) and the ability to restore from a central location.

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3.4.2.9 Provide Internet access, anti-virus, anti-malware, anti-spam, and patch management for all users.

3.4.2.10 Provide firewall protection for the local area network.

3.4.2.11 Provide virtual private network connectivity for remote users.

3.4.2.12 Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.

3.4.2.13 Administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.

3.4.2.14 Administer network services including, but not limited to, Active Directory, DHCP, DNS, RPC, IIS, and Print.

3.4.3.15 Administer the Microsoft SQL server and provide connectivity to City applications requiring database storage and services.

3.4.3.16 Coordinate the procurement, installation, configuration and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.

3.4.3.17 Upon request, provide schema and any and all database data in a standard SQL format for importation into a non vendor database.

### **3.4.3 Telephone System**

3.4.3.1 Assist with the purchase of, install, configure, and maintain the phone system including the City Hall, Police Force, and remote connections such as parks to satisfy all needs of the City.

3.4.2.2 Maintain switches, cabling, and patch cords for all users.

3.4.2.3 Administer the phone system including, but not limited to, user configuration, phone features, hunt groups, auto-attendant, voice mail, facsimile, and conference bridges.

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3.4.2.4 City telephones shall be manned from 7:30am until 6:00pm, Monday through Friday. After 6:00pm and on holidays, a voicemail recorder may be used.

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### **3.5 CONTRACT ADMINISTRATION AND PHYSICAL PLANT**

#### **3.5.1 Contract Administration**

3.5.1.1 Assist the City Finance & Administration Director in negotiating City contracts, as directed by the City Finance & Administration Director.

3.5.1.2 Advise the City Finance & Administration Director on the status of negotiations as well as contract provisions and their impacts on the City.

3.5.1.3 Make recommendations on contract approval, rejection, amendment, renewal, and cancellation, as directed by the City Finance & Administration Director.

3.5.1.4 Provide contract administration and supervision of all contracts, as directed by the City Finance & Administration Director.

3.5.1.5 Ensure ongoing protection of City interests.

3.5.1.6 Ensure compliance with all laws related to bidding, contracting and purchasing as set forth in the State of Georgia.

3.5.1.7 Assist, create and coordinate any necessary grant applications and submissions as directed by the City Finance & Administration Director.

#### **3.5.2 Physical Plant Requirements**

3.5.2.1 The City of Dunwoody shall provide office space for all full time office based employees proposed under this RFP. The City of Dunwoody shall also supply furniture, fixtures and equipment for all city offices and employees. The offeror shall assist the City Finance & Administration Director with maintenance of the office space and furnishings, fixtures, equipment and supplies including but not limited to procurement, repairs, cleaning, and maintaining good working order of all facilities commensurate with local governmental standards. This provision shall apply to all city offices including offices of the City Manager and associated staff (City Clerk, Municipal Court Clerk, City Attorney, Communications Director, etc.), City Finance & Administration Services, Community Development Services, Public Works Services and Public Safety Services. This provision, however, shall not apply to landscaping maintenance of any City rights of way or land.

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**3.6. ADMINISTRATIVE AND FACILITY SERVICES**

**3.6.1 Policy Implementation**

3.6.1.1 Assist City Finance & Administration Director with the research of current and likely future trends impacting the city.

3.6.1.2 Assist City Finance & Administration Director in preparing administrative and financial analysis of all available options.

3.6.1.3 Attend all City Council meetings, hearing and public meetings, as directed by the City Finance & Administration Director.

3.6.1.4 Assist City Finance & Administration Director with identification of significant policies and analyze their administrative and financial impacts.

3.6.1.5 Prepare plans and procedures to ensure implementation of the City Council's policies and directives, as directed by the City Finance & Administration Director.

3.6.1.6 Prepare status reports to advise the City Finance & Administration Director of the progress and results of public policy implementation.

**3.6.2 Daily Communications**

3.6.2.1 Respond to all inquires as directed.

3.6.2.2 Ensure compliance with all Open Records and Open Meetings laws as set forth in the Official Code of Georgia Annotated (O.C.G.A.).

**3.6.3 Customer Service**

3.6.3.1 Provide first tier response to customer inquiries.

3.6.3.2 Establish response protocols and direct customers to the appropriate party and set effective standards for response times.

**3.6.4 Departmental Support**

3.6.4.1 Provide overall administrative support of all City functions and departments.

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**3.6.5 Support of City Clerk**

3.6.5.1 Support City Clerk in the recording and transcribing of all City Council meetings, hearings, work sessions and public meetings.

3.6.5.2 Assist City Clerk during Council meetings, take attendance, record motions and votes taken, and swear in witnesses of others presenting testimony to the Council.

3.6.5.3 Assist City Clerk in the review of documents to be presented to the Council, as directed by the City Finance & Administration Director.

3.6.5.4 Perform City Clerk's responsibilities upon City Clerk's absence.

3.6.5.5 Assist City Clerk in retaining public records and making them available for inspection by the public, in conformance with Georgia Law.

3.6.5.6 Assist the City Clerk in preparing all Council meeting agendas.

3.6.5.7 Assist the City Clerk in publishing all appropriate public notices.

3.6.5.8 Assist the City Clerk in serving administrative needs of any and all Boards, Authorities or other entities established by the City for the furtherance of City objectives.

**3.6.6 Records Management**

3.6.6.1 Retrieve Finance & Administrative documents related to the City of Dunwoody and its properties from DeKalb County. Establish a filing, retrieval and storage system for these documents both in electronic and hard copy formats.

3.6.6.2 Implement and maintain a records management system to facilitate creating and saving all documents into the system for archiving and retrieving these documents.

3.6.6.3 Protect integrity of all public records in accordance with the requirements of State law.

3.6.6.4 Promote sharing of information and collaborative work between all City staff.



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3.6.6.5 Provide and maintain access to data to other City contract providers as necessary.

**3.6.7 Public Relations**

3.6.7.1 Assist in continuous dialog and communications with City residents with timely updates, as directed by the City Finance & Administration Director.

3.6.7.2 Promote City policy, programs and achievements.

3.6.7.3 Serve as a liaison with residents, civic groups and other governments, as directed by the City Finance & Administration Director.

3.6.7.4 Document important City events for future use in City developed publications.

**3.6.8 Annual Reports**

3.6.8.1 Assist the City Finance & Administration Director with the development of an Annual Report.

3.6.8.2 Provide effective written and non written communications to reflect the year's performance and assist the City Finance & Administration Director with informing residents of the City's actions and achievements.

3.6.8.3 Produce, print and deliver the annual reports as directed by the City Finance & Administration Director.

**3.6.9 City Newsletter**

3.6.9.1 Assist City Finance & Administration Director with the production, distribution and delivery of the City newsletter as required.

**3.6.10 Support of Court Services**

3.6.10.1 Provide support to the Municipal Court Clerk as required.

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**3.6.11 Election Support**

3.6.11.1 Assist in the coordination of municipal and special elections as required, including but not limited to addressing polling station issues, preparation of ballot questions, or other related issues arising from election matters.

**3.6.12 Human Resources**

3.6.12.1 Ensure proper functioning of recruiting, payroll, benefits, health insurance and other City specific and general law provided human resources functions.

3.6.12.2 Establish a Code of Conduct for personnel that emphasize the responsibility of the staff to be professional, patient and responsive under all circumstances.

3.6.12.3 Establish and implement with all employees an Employee Policies and Procedures Manual, which shall include, but not be limited to, policies and procedures on carrying out duties to the City, consequences of noncompliance to policies, and functions and roles of the employees.

**3.6.13 HIPAA**

3.6.13.1 Ensure that all City systems and procedures meet the requirements of Health Insurance Portability and Accountability Act (HIPAA).

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**SECTION 4 - GENERAL INFORMATION AND REQUIREMENTS**

**4.1 Required Response**

To be considered, the response to this Request must include a complete response to this RFP; partial or incomplete responses will not be considered. The format identified in this section is mandatory.

Responses to the RFQ will be evaluated first against a set of weighted criteria to determine those firms most qualified and suited for providing the required services. Qualifications alone will narrow the field to a shortlist of finalist firms who may be invited to interview.

Responses to the RFP must be submitted in two separate parts individually sealed in separate envelopes addressed to the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350 (770) 992-3210. The first sealed response for all portions of the response, except the proposed fee schedule, is due on November 17, 2008 as listed in Section 2 of this RFP. The second sealed response shall include only the proposed fee schedule for the services proposed and is due during the interview for those firms selected for interviews. See sections 4.17, 4.18, 4.19 and 4.20 below for additional details.

**4.2 Communications Regarding the RFP**

Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the City's Representative, Jeff Jones at Boyken International, Inc., The Point, 400 Northridge, Suite 1200, Atlanta, Georgia 30350, telephone no. 770-992-3210, and e-mail at jjones@boyken.com.

All communications should be in writing to the City's Representative. Any oral communications shall be considered unofficial and non-binding on the City. Written questions and requests for clarification must cite the City RFP Number. The City's Representative must receive these written requests by the deadline specified in Section 2 - RFP "Schedule of Events."

The City shall respond to written questions and requests for clarification in writing that shall become addenda to the RFP. Only published addenda to written communications shall be considered official and binding upon the City. The City

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reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification.

The City shall distribute copies of addenda to all firms who signed in at the mandatory pre-proposal conference.

Any factual information provided by the City shall be deemed for informational purposes only. If a Proposer is relying upon said factual information, it should either: (1) independently verify the information, or (2) obtain the City's written consent to rely thereon in the Written Questions and Clarification Requests process.

**4.3 Required Review and Waiver of Objection by Proposers**

Proposers should carefully review this RFP and all attachments for defects, objections, or any other matter requiring clarification or correction (collectively called "objections"). Questions or comments concerning RFP objections must be made in writing and received by the City's Representative by the deadline specified in Section 2 RFP "Schedule of Events," the deadline for Written Questions and Clarification Requests. This will allow issuance of any necessary addenda and help prevent the opening of defective Proposals upon which Contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the City in writing by the deadline for Written Questions.

Submittal of a Proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and resulting Contract, General and Supplementary Conditions, and operates as a waiver of any objection.

**4.4 Proposal Preparation Costs**

The City shall not pay any costs associated with the preparation, submittal, or presentation of any Proposal, or any costs incurred prior to date of Contract execution.

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**4.5 Proposal Withdrawal**

Proposers may withdraw a submitted Proposal at any time up to the deadline for submitting Proposals. To withdraw a Proposal, the Proposer must submit a written request, signed by an authorized representative, to the City before the deadline for submitting Proposals. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal at any time up to the deadline for submitting Proposals.

**4.6 Proposal Modification**

The City shall not accept any modifications, revisions, or alterations to Proposals after the deadline for Proposal submittal unless requested, in writing, by the City.

**4.7 Proposal Errors**

Proposers are liable for all errors or omissions contained in their Proposals. Proposers shall not be allowed to alter Proposal documents after the deadline for Proposal submittal.

**4.8 Prohibition of Proposer Terms and Conditions**

Proposers may not submit their own Contract terms and conditions in a response to this RFP. If a Proposal contains supplemental terms and conditions, the City, at its sole discretion, may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

**4.9 Right to Refuse Personnel**

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.

**4.10 Licensure**

Before a Contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses as may be required for specific services. The City shall require any or all Proposers to submit evidence of proper licensure.

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**4.11 Conflict of Interest and Proposal Restrictions**

By submitting a Proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official or agent of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with this procurement.

**4.12 RFP Modification and Cancellation**

The City reserves the unilateral right to modify this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an addendum is issued, it shall be provided to all Proposers that signed in at the mandatory pre-proposal conference. Proposers shall respond to the final written RFP and any exhibits, attachments, and addenda.

**4.13 Right of Rejection**

The City reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.

Any Proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable City rules and regulations. The City may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their Proposals. If a Proposer does so, the City may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in Proposals, provided such action is in the best interest of the City. Where the City waives minor variances in Proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the City. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

The City reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

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**4.14 Disclosure of Proposal Contents**

All Proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a response does not affect this right. All Proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon contract award, the successful Proposals and associated materials shall become public documents of the City and open for review by the public. By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents may become a public record open to public inspection subject to the open records act. The wishes of any Proposer making a Proposal, any part of a Proposal, or associated materials as proprietary and/or confidential shall be neither accepted nor honored.

**4.15 Joint Ventures**

The City will not enter into joint-venture agreements with multiple firms. In the event two or more firms wish to associate to provide these services, one incorporated firm with the financial resources and bonding capability required by the City Contract should become the prime contractor with the remaining firms being subcontractors and/or consultants to the City firm.

**4.16 Governmental Compliance**

Bidders must comply with all Federal, State and Local laws.

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**4.17 Form of Response**

The City discourages lengthy and costly Proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the Proposal clearly addresses all of the City's information requirements.

Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting the criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**The response to this RFP shall be limited to 40 (standard, single side 8.5" X 11") bound pages and shall include the following sections and be in Times New Roman 12-point font. Eleven inch by seventeen inch (11" x 17") foldouts containing charts, spreadsheets, schedules, and oversized exhibits are permissible.**

**4.18 Response Organization**

Transmittal/Offer Letter – The Proposal must include a written transmittal letter and offer of the Proposal in the form of a standard business letter. The Transmittal/Offer letter signatory must be a corporate officer of the prime contractor empowered to bind the Proposer to the provisions of the RFP and any contract awarded pursuant to the RFP. The Transmittal/Offer letter shall confirm the following RFP requirements:

1. Full Services proposed under this RFP are to commence on January 1, 2009.
2. Partial Services proposed under this RFP are to commence on December 1, 2008.
3. The Proposal shall remain valid for at least one hundred and twenty (120) days subsequent to the date of Proposal submission, and thereafter



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in accordance with any resulting Contract between the Proposer and the City

4. Identify the complete name and federal tax identification number of the prime firm making the proposal.
5. Provide the name, mailing address, e-mail address and telephone number of the person the City should contact regarding the Proposal.
6. Provide written confirmation that the Proposer will comply with all of the provisions in this RFP and accept all terms and conditions set out in this RFP and the attachments thereto.

Table of Contents – Provide a table of contents referring to the specific sections within the response to this Request. All sections shall be listed in the same order as enumerated in this document and separated with tabs.

Project Team Composition – Provide a project organization diagram (1 page) and narrative description of the proposed firm(s) and their members, articulating the specific project organization and lines of contact and communication. Include the Project Team Composition Form that is included in the next Section.

Proposed Staffing Plan– Provide a project staffing plan that will include a Project Team organizational chart (1 page) and a personnel roster (maximum of 8 pages) of the KEY personnel who will be assigned to perform duties or services under the City Agreement. The roster should identify the key personnel, their title and position on the project, their home office location, and a percent of time committed to this project. All office staff proposed for full-time positions must work in offices provided by the City of Dunwoody with other full-time staff. All office staff proposed as part-time may be housed at the offeror's home office.

Résumés – Provide résumés that indicate the education, relevant experience/expertise and employment history of each key person identified for this project.

City Services Management Plan – Provide a services management plan which demonstrates an understanding of the services required and that the Proposer has developed an organizational structure and methodology that is capable of early validation for the services. The services management plan will outline the scope of work of each team member, and the plans and strategies related to how the Proposer

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intends to execute, communicate and control the services. The services management plan will include the following basic components:

1. Narrative description of how you will perform the activities and tasks associated with the administration, management, and the timely production of the services required.
2. Description of services management monitoring and reporting system processes and procedures.
3. Narrative description to demonstrate recent history in conducting the services proposed under the scope of work.

Evaluation Questionnaire - Complete and submit the attached evaluation questionnaire. All responses will be reviewed, evaluated and ranked. Be sure to include full information for all items.

Fee Schedule - Submit proposed fees for services using the fee schedule format included in section 5.3 of this RFP. **Fee schedules are to be submitted only by those firms selected for interviews, in a sealed envelope during the interview. Do not include proposed fees in the submission of proposals.**

#### **4.19 Proposal Submittal**

No later than the deadline noted in section 2 RFP "Schedule of Events," ten (10) original copies of the form of response to this request are required to be delivered to the City, in care of Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350, (770) 992-3210. It is the sole responsibility of the responder to assure delivery to the appropriate party, at or before the time identified. The City cannot accept responsibility for incorrect delivery regardless of reason.

#### **4.20 Interviews**

The City reserves the right to conduct interviews of any or all proposers as it deems necessary. Interviews shall be conducted for those offerors determined to be best qualified for award. Dates for interviews have been established as beginning on November 20, 2008. The exact time and location of interviews will be coordinated by the City with individual offerors.

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Interviews will last 1 hour. Proposers will have one half hour (30 minutes) for presentation. The remaining 30 minutes shall be for questions and answers. PowerPoint, video, or other electronic presentation media will not be allowed.

Proposers' participants in the interview shall be limited to key personnel identified on the proposed project team roster who will actually be productively involved in the delivery of services under this RFP.

Proposers shall leave behind ten (10), 8½" x 11" size copies of their presentation.

**4.21 City's Request for Additional Information**

Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

**4.22 Right of Negotiation**

The City reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

**4.23 Selection Committee**

The selection committee will include participation by the Mayor, City Council Representative(s), City Manager, and City Consultants.

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**SECTION 5 - FORMS**

**5.1 Project Team Composition**

List all major firms. Please fill in all blank fields.

	<u>Firm Name</u>	<u>Description of Services to be Provided</u>
1		
2		
3		
4		
5		

**5.2 Evaluation Questionnaire**

All responses to the items listed on this questionnaire will be reviewed, evaluated and ranked. Be sure to provide full information to all items.

1. List the number of years your firm has been in business under the current name:
2. In the previous five (5) years, has this firm ever been terminated from a contract for non-performance of work OR has any officer or principal of your firm been terminated for non-performance of work? Explain.
3. In the previous five (5) years, has your firm or have any principals of your firm had a court judgment made against them for litigation claims related to a contract? Explain.

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4. Has your firm ever been involved or is your firm currently involved in bankruptcy proceedings or currently under bankruptcy protection under your firm's current name or any previous firm names? Explain.
5. Has any principal or officer of this firm been a principal or officer of any firm when it was involved in bankruptcy proceedings? Explain.
6. Give three references for whom your company has provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
  - The name of the organization to which the services were provided;
  - Project location;
  - Dates services were performed;
  - Brief description of project;
  - A current contact name, together with organizational title, and
  - The contact's current address and telephone number.

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7. Give three references each for whom your subcontractors have provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
- The name of the organization to which the services were provided;
  - Project location;
  - Dates services were performed;
  - Brief description of project;
  - A current contact name, together with organizational title, and
  - The contact's current address and telephone number.

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8. Regarding all other firms included on your team as subcontractors to your firm, have each of these subcontractors worked together with your firm on previous contracts? If so, how many times? Please list up to five of the most recent contracts and the services provided by each firm. Include a brief description of the Owner or contracting entity, scope of work, the contract values, and the completion date of the work.

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5.3 Proposed Fee Schedule

		MONTHLY		
SERVICE	FEE BASIS	LUMP SUM	OR	NOT-TO-EXCEED FEE
Finance & Administration Services				
Information Technology				
Website Design		\$50,000		
TOTALS				



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**SECTION 6 - EVALUATION CRITERIA**

All proposals will be evaluated from the written responses and interviews as set forth in this RFP document. The evaluations will be based on the following criteria.

**6.1    Project Organization and Staffing   25%**

- a) Project Team Composition
- b) Staffing Plan – Both positioned at City Hall and at home office or in the field if applicable.
- b) Location of Home Office(s) of Key Personnel
- c) Experience and Success of This Team with Similar Scope of Work

**6.2    Proposed City Services Management Plan   25%**

- a) Understanding of Services Required
- b) Organizational Structure
- c) Management Methodology
- d) Recent History of Providing Similar Services

**6.3    Evaluation of Questionnaire   25%**

- a) Number of Years in Business
- b) Completed Contracts
- c) Court Judgment or Litigation
- d) Stability
- e) References
- f) Teaming Experience

**6.4    Fee Schedule   25%**

- a) Fees Proposed

**RFP EXHIBIT A**  
**PROPOSED CONTRACT**  
**BY AND BETWEEN**  
**CITY OF DUNWOODY, GEORGIA**  
**AND**

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**FOR PROVISION OF**  
**MUNICIPAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the CITY OF DUNWOODY, a Georgia municipal Contractor, (the "CITY"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as a "Party".

**WHEREAS**, the City of Dunwoody has requested proposals for provision of certain services for the new City to be incorporated on December 1, 2008; and

**WHEREAS**, the City and the Contractor desire to establish a business relationship in which the Contractor will provide certain services to the City pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the terms and conditions sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Parties as follows:

**Section 1. Scope of Service.** The Contractor agrees to provide to the City professional services set forth in Exhibit A hereof (hereinafter "Services").

1.1 In providing Services to the City, the Contractor shall (1) use best efforts and professional skills to provide maximum service to the City to the extent and in the manner hereinafter described; (2) act in a manner consistent with the applicable standards of regulatory, licensing, or other organizations or bodies or which the Contractor is a member or which is customary for the area of the service rendered.

1.2 The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid status, all licenses, certificates, and permits necessary to perform the services herein. Contractor represents to the city that the Contractor is, and any subcontractors of the Contractor are, properly licensed and/or registered with the State of Georgia for the performance of the Services (if licensure and/or registration is required by applicable law).

1.3 Contractor shall maintain all records in accordance with all applicable laws and guidelines for municipalities, including GAAP, GASB and GFOA standards, and shall produce and deliver to the City Manager any and all information and reports as requested by the City Manager. All records and related materials belong to the City, as do all files, notes, returns, spreadsheets, and any and all other documents or files concerning customers of the City or customers who have been serviced by the City.

1.4 Except as otherwise specifically set forth, such services shall encompass those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal departments for those services in accordance with the Charter of the City, and the Statutes of the State of Georgia.

1.5 All communications to the Mayor, City Council and press shall be through the City Manager. All mass communications to residents shall be reviewed and approved by the City Manager prior to printing and dissemination.

1.6 All City owned equipment shall be used only for City purposes in performance of this Agreement, and shall not be used for any non-city or personal purposes.

1.7 Contractor shall comply with all OSHA and other applicable standards for work place safety. Contractor shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site in the City.

1.8 Contractor Compliance with Laws. The Contractor shall comply with all applicable federal, state, local laws, ordinances, regulations, and resolutions. Without limiting the foregoing, Contractor shall comply with all wage and hour laws and OSHA and other applicable federal and state statutes, regulations and standards for workplace safety.

1.9 The Contractor shall perform the Services herein in accordance with this Agreement and shall promptly notify the city concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. In interpreting the Services and level of Services required hereunder, the Parties shall apply the principle that the City desires to provide the services within the City at a service level at least comparable to similar sized cities in the Atlanta area.

## **Section 2. Contractor Employees**

2.1 All personnel employed by Contractor in the performance of such services, functions and responsibilities as described and contemplated herein for the City shall be and remain Contractor employees (the "Contractor Employees").

2.1 Contractor shall be solely responsible for all compensation benefits, insurance and rights of the Contractor employees during the course of employment with Contractor. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under O.C.G.A. §34-9-1 *et seq.*, or any other amenities of employment to any of the Contractor Employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

2.2 The Contractor Employees, when appropriate, shall wear attire with the logo of the City when they are performing Services for the City, except as otherwise directed by the City Manager.

## **Section 3. Compensation**

3.1 The City shall pay the Contractor for the Contractor Services as provided in Exhibit A hereof.

## **Section 4. Term and Termination**

4.1 This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and continue for a period of \_\_\_\_ (\_\_\_\_) months terminating on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

4.2 This Agreement may be terminated by either party upon material breach of any term, covenant or condition of this Agreement, and the failure to cure any such breach within ten (10) days following written notice thereof.

4.3 The City may terminate this Agreement with or without cause upon sixty (60) days' written notice to the other party.

4.4 Contractor may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to City; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after receipt thereof by City.

4.5 The following events shall each be deemed to cause immediate termination thereof, and upon occurrence thereof, this Agreement shall automatically terminate without notice: (a) there are instituted proceedings by or against the Contractor in bankruptcy, the Contractor makes an assignment of its assets for the benefit of creditors, or the Contractor shall admit insolvency; or (b) the Contractor is indicted for or convicted of any felony or converts or embezzles any property or funds of others.

4.6 Effects of Termination or Failure to Renew. Upon termination or non-renewal of this Agreement, the Contractor shall: (a) immediately cease all use of, and return to the City within ten (10) days, any and all property of the City in the Contractor's possession at the date of termination furnished by the City and (b) immediately cease all activities promoting the City's business unless otherwise agreed between the parties. Upon termination or non-renewal of this Agreement, the Contractor and the City shall continue to use their best efforts to conclude transactions that have not been completed prior to termination or non-renewal.

4.7 The parties further agree that in the event of termination or non-renewal, neither party shall be liable to the other for compensation or damages for expenditures, investments, leases, or other commitments made in connection with the business of such party or in reliance on the existence of this Agreement.

4.8 In the event of termination by either party, the other party shall render such reasonable aid, coordination and cooperation as might be required for an expeditious and efficient termination of service.

## **Section 5. Option to renew**

5.1 This Agreement shall be automatically renewed for a period of two (2) one (1) year terms at the expiration of the initial term, unless the City furnishes Contractor affirmative written notice of its intent not to renew this Agreement not less than sixty (60) calendar days prior to the expiration of this Agreement.

## **Section 6. Default**

6.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing, an event of default shall include the following:

- a. Contractor has not materially performed services per this Agreement on a timely basis;
- b. Either Party made a representation or warranty hereunder or herein that was false or inaccurate in any material respect when made, or which materially and adversely affects the legality of this Agreement or the ability of either Party to carry out its obligations hereunder.
- c. Contractor has been adjudged as bankrupt or Contractor makes a general assignment for the benefit of their creditors, appoints a receiver on account of their insolvency, or files a petition to take advantage of any debtor's act.

6.2 In the event of a Default, this Agreement may be terminated by the performing party only after the performing party first provides written notice to the non-performing party of the Default, which notice shall specify the Default, provide both a demand to cure the Default and a reasonable time to cure the Default, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the Default. For purpose of this Section, "reasonable time" shall be ten (10) calendar days except when the failure to perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) calendar days. A failure to cure a Default within the specified time shall result in termination of the Agreement on the date set forth in the Notice.

6.3 Any Party in Default shall be liable for all damages resulting from the Default.

6.4 The Party's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Party in law or in equity.

## **7. Representations and Warranties of the Contractor**

7/1 The Contractor hereby warrants and represents and agrees with the City as follows:

(a) No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the Contractor to perform Contractor Services under this Agreement.

(b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the Contractor and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the Contractor is a party or to which the Contractor is bound.

(c) Contractor by execution hereof does hereby represent to City that Contractor has full power and authority to make and execute this Service Agreement, to the effect that the making and execution hereof shall create a legal obligation upon Contractor, which shall be legally binding upon Contractor.

(d) Nothing contained or any obligation on the part of Contractor to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Contractor pursuant to the laws of the State of Georgia.

**8. Liability for Damages.** The Contractor shall be fully responsible for any and all claims or damages whatsoever arising from any act or omission on his part made in connection with providing the Contractor Services.

## **Section 9. Indemnification.**

9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for reason of any action, suit, proceeding, demand, or judgment incident to any of the matters arising out of any errors, omissions, misconduct or negligent acts, errors, or omissions of Contractor, its officials, agents, employees or subcontractors in the performance of the services of Contractor under this Agreement, whether direct or indirect, and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

9.2 Should the City seek indemnification pursuant to the above, it shall give prompt notice to the Contractor of the assertion of any claim, or the commencement of any action, suit, or proceeding, in respect of which indemnity may be sought hereunder and will give the Contractor such information with respect thereto as the Contractor may reasonably request, but no failure to give such notice shall relieve the Contractor of any liability hereunder. The Contractor may, at its expense, participate in the defense of any such action, suit or proceeding involving a third party; provided, however, that such defense is conducted with counsel mutually satisfactory to the City and the Contractor. The City and the Contractor shall consult with each other regarding the conduct of such defense. If the defense is assumed by the Contractor, the Contractor shall submit any proposed settlement under this Section for the City's approval, which approval shall not be unreasonably withheld or delayed. The City shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Contractor shall pay the fees and expenses of such counsel to the extent the City reasonably concludes that there is a conflict of interest between the City and the Contractor), separate from counsel employed by the Contractor

in any such action. The Contractor shall be liable for the fees and expenses of counsel employed by the City if the Contractor has not assumed the defense thereof. Whether or not the Contractor chooses to defend or prosecute any claim involving a third party, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

9.3 In determining the amount of any loss, liability, or expense for which any City is entitled to indemnification under this Agreement, the gross amount thereof will be reduced by any insurance proceeds actually paid to any City under any insurance policies held by such City; provided, however, that if such party has been indemnified hereunder but does not actually receive such insurance proceeds until after being indemnified, such party shall reimburse the Contractor for amounts paid to such party to the extent of the insurance proceeds so received.

9.4 If both the Contractor and the City have insurance coverage respecting a particular claim for which indemnification is provided pursuant to this Section, the parties agree that the insurance coverage of the Contractor will be called upon before the insurance coverage of the City is called upon.

9.5 Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth in Section

9.6 Nothing in this Section shall:

- (a.) Limit or prevent the City or the Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or the Contractor are responsible; or
- (b.) Limit or prevent either Party from joining the other party or any affiliate of a Party in any claim, suit, action or proceeding involving a Third Party Claim through interpleading, third-party claim, cross-claim or otherwise limit or prevent a Party from voluntarily joining any claim, suit, action or proceeding through intervening or as may otherwise be permitted by law or rule.

## **Section 10. Insurance**

10.1 Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this Section. Certificates of insurance reflecting evidence of the required insurance will be provided to the City Manager for his approval, however, said approval by the City Manager shall not be unreasonably withheld.

- (a) All insurance carriers, except Worker Compensation carrier, must have an A.M. Best Rating of A- VIII or higher. Surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best rating of A- VIII or better

10.2 Contractor shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts reasonably approved by the City Manager, with such coverages specifying reasonable amounts of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et. seq.* Contractor shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of expiration of this Agreement. Upon request of City, Contractor shall make available for inspection copies of any claims filed or made against

any policy during the policy term. Contractor shall additionally notify City, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$10,000 during the policy term.

- (a) All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City

10.3 Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, with financial ratings acceptable to the City Manager. The City shall be named as an additional insured on casualty policies. Contractor agrees to furnish City with at least forty-five (45) days prior written notice of any cancellation or reduction of coverage of any insurance policy required under this Agreement.

10.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, Contractor shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension hereunder is in effect. Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

10.5 The costs of all policies of insurance required hereunder shall be the obligation of Contractor and the City shall in no way be responsible therefore.

10.6 Contractor shall provide the following insurances throughout the term of the Agreement, and shall provide to City Certificates of Insurance demonstrating compliance with this provision:

- (a) Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Georgia. Such workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et seq.*
- (b) Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of Contractor owned or leased motor vehicles, including onsite and offsite operations.
- (c) Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered acts of the Contractor undertaken to provide services for the City as required in this Agreement or omission of Contractor or any of its employees, or subcontractors.
- (d) Professional Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
- (e) Excess Liability Insurance with limits of One Million Dollars (\$1,000,000).

10.7 Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of this Agreement.

10.8 Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintain by Contractor at Contractor's expense.

10.9 The Contractor shall agree to waive all rights of subrogation against the City, the City Council members, its officers, officials, employees and volunteers from losses arising from work performed by the contractor for the City.

10.10 Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies and contents is required if needed to perform the services called for under this Agreement. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies and contents. The City shall not be responsible for any deductibles or coinsurance that may be applicable

10.11 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and Subcontractor of their liability provisions under this Agreement.

10.12 The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

### **Section 11. Conflicts**

11.1 Neither Contractor nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

11.2 Neither Contractor nor any of its officers or employees shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions.

### **Section 12. Non-discrimination**

12.1 Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

### **Section 13. Independent Contractor**

13.1 The parties agree that the Contractor is an independent contractor, and, as such, the Contractor is neither a partner, agent, employee, nor principal of the City, nor is the Contractor a joint venturer with the City.

### **Section 14. Attorney's Fees**

14.1 If the either City is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the Contractor shall pay the actual attorney's fees and costs incurred due to such of both the City and the Contractor.

### **Section 15. Data**

15.1 Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of City and City shall have the full right to use such data for any official purpose permitted under Georgia Statutes, including making it available to the general public. Such use shall be without any additional payment to or



approval by Contractor. City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

15.2 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the City. Contractor shall not include in the data any copyrighted matter unless Contractor obtains the written approval of the City Manager and provides said City Manager with written permission of the copyright owner for Contractor to use such copyrighted matter in the manner provided herein.

15.3 The records of the Contractor related to the provision of Services such as public records as defined in the Georgia statutes ("GORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under GORA are to be at the City offices or accessible and opened for public inspection in accordance with GORA and City policies. Public records requests for such records shall be processed in accordance with City policies and shall be administered through the City Manager or his designee. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law, as per the request of the City. For purposes of GORA, the City Manager is the custodian of all records produced or created as a result of this Agreement. All public records request shall go through the City Attorney for determination if records should be disclosed, before submitting the request to the Contractor. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

## **Section 16. Compliance**

16.1 Contractor shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

16.2 Contractor acknowledges that the City is advised by its City Attorney and that, on all legal matters, Contractor shall abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the City.

16.3 Contractor acknowledges that the City is also advised by various other professionals (including, but not limited to, engineers, traffic engineers, planners, building officials, police officers and firefighters), and that, on all matters within their respective expertise, Contractor shall abide by their advice and direction in the performance of its duties as they relate to matters of the City.

## **Section 17. Audits and Inspections**

17.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. Contractor shall make all necessary books and records available for audit in DeKalb County, Georgia.

17.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

## **Section 18. Governing Law and Venue**

18.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Any legal actions instituted by a party hereto shall be brought in the state court(s) located in DeKalb County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

#### **Section 19. Headings**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

#### **Section 20. Severability**

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### **Section 21. Cooperation.**

21.1 Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

#### **Section 22. Entire Agreement**

22.1 This Agreement and its attachments constitute the entire agreement between Contractor and City, and all negotiations and oral understandings between the parties are merged herein.

22.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

#### **Section 23. Waiver**

23.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

#### **Section 24. Notices**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or hand delivered. Unless otherwise changed after providing proper Notice, the parties designate the following as the respective places for giving of notice:

For Contractor:

For City:

#### **Section 25. Assignability**

Contractor shall not assign any of the obligations or benefits imposed hereby or contained herein, without the written consent of the City, which consent must be evidenced by a duly passed Resolution. This contract for services is partially and/or fully assignable by the City on sixty (60) days notice to Contractor. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility.

**AGREEMENT BY AND BETWEEN CONTRACTOR AND THE CITY OF DUNWOODY  
FOR CONTRACT SERVICES AS SET FORTH HEREIN.**

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

ATTEST

\_\_\_\_\_  
DATE

CITY OF DUNWOODY

By: \_\_\_\_\_

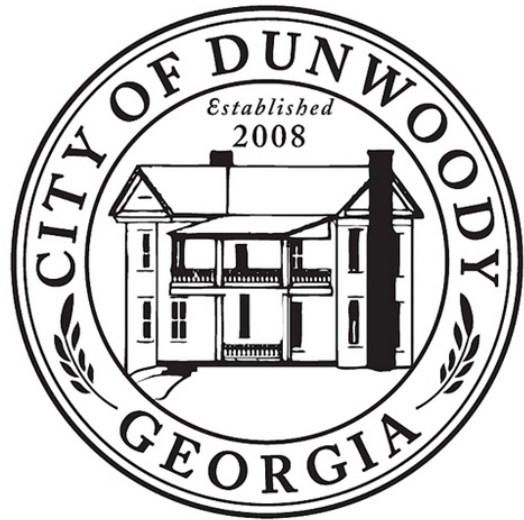
\_\_\_\_\_  
DATE

Approved as to form and legal sufficiency subject to execution  
by the parties

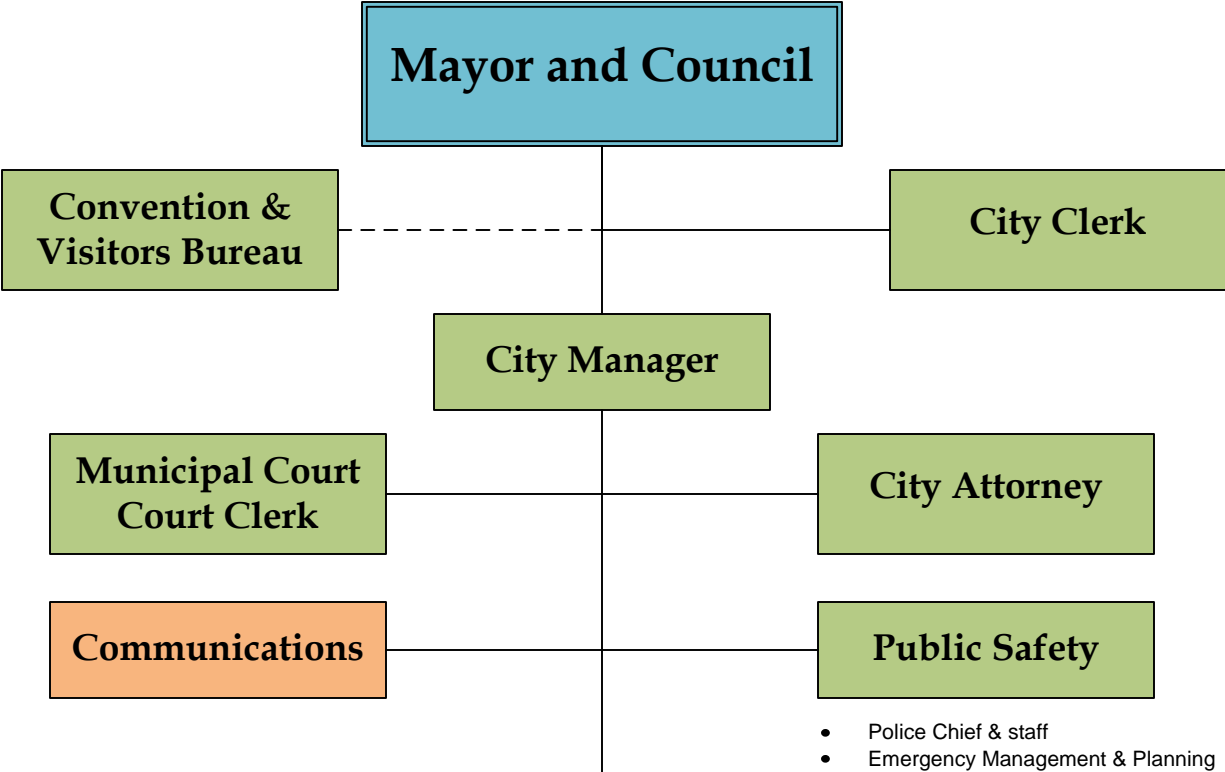
By: \_\_\_\_\_

\_\_\_\_\_  
DATE

City Attorney



Preliminary Organizational Chart  
October 30, 2008



DeKalb County Functions

• 911 Services

• Fire & Rescue

• Animal Control

• Water\Sewer System

• Jail Services

• Air Quality (State EPD)

• Property Tax Assessment

• Elections

• Emergency Response

• Health

• School System

• Homestead Exemption

• Libraries

• Hospital Services

To Be Decided

• Museums

• Public Transportation

• Sanitation Services

• Property Tax Collection

• City Related Elections

City Finance & Administration Director

Finance/ Accounting

• Accounting and Reporting

• Revenue Administration

• Accounts Payable/Recievable

• Obtain Grants

• Budgeting

• Risk Managemene

• Purchasing

• Banking Relationship/RFP

Information Technology

• Website

• Network & Individual Equipment

Contract Administration & Physical Plant

• Contract Administration

• Maintenance of City Offices

• Maintenance of Police Offices

• Maintenance of Physical Plant

Administrative & Facility Services

• Policy Implementation

• Office Functions

• Human Resource Functions

• Customer Service

• Support of City Clerk, Court, Elections

• HIPPA

• Document Retrieval (from DeKalb County)

• Policy Implementation, Communication, and Records Management

• Records Management

Yearly Audit

• RFP (Fall 2009)

Community Development Director

Building & Permitting

• Plan Review

• Building Inspections

• Building Permits

• Soil Erosion and Sedimentation Inspections

Code Enforcement

• Building Codes

• Overlay District Codes

• Signage Codes

• Taxi Cab

• Condemnation

• Special Events Permits

Planning & Zoning

• Urban Redevelopment

• Public Housing

• GIS System

• Impact Fees

• Signage Codes

• Support of Comprehensive Land Use Plan

Land Use Plan Consultant

• Comprehensive Land Use Plan (RFP Spring 2009)

Public Works Director

Transportation / Streets / Traffic

• Inventory of City Assets

• Lighting / Street Light Repairs

• Street Design and Resurfacing

• GIS Interface

• Comprehensive Transportation Plan

• Motor Vehicles and Equipment

• Sidewalk and Street Repairs

Capital Planning

Parks & Rec Maintenance

• Partial Park Maintenance

• Cemetery Maintenance

• Recreation Area Maintenance

• Expansion of Operations as Needed

• Transfer of Property with DeKalb

General Services

Maintenance of:

• Cultural Facilities

• Hazard Removal

• Pot Hole Repair

• Emergency Repairs (traffic signals)

• Emergency Preparedness

Legend

City Employee

Vendor Services

