

Approval of Municipal Contract for Community Development



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

To: Mayor and Council
City of Dunwoody

From: Eric Linton
City Manager

Date: June 13, 2020

Subject: Rebidding of Municipal Contracts

Before you today are four recommended contracts covering six service areas for municipal services for the City of Dunwoody. All are to start January 1, 2021. Staff is seeking your approval of all contracts. They are the culmination of six months of staff effort in selecting the best vendors to continue the city's public-private partnership model. Highlights include:

- The total five-year cost estimate of the areas before you today are \$28,994,596. In comparison, the same service areas for the previous five years are expect to cost \$26,049,262 or 11.3% increase. The 2021 costs are estimated to be \$5,764,573 as opposed to the \$5,765,793 million in 2020 a decrease of \$1,220 or negative 0.02%. The full analysis of this comparison is in a table within this memo as well as detailed within the accompanying narrative.
- The contracts continue the public-private partnership for the following areas: Public Works, Parks & Recreation, Planning & Zoning, Permitting & Inspections, Finance & Administration, and Information Technology. Of those areas, three services will be run by the same vendor and three services by new vendors.
- The City chose not to bid out Communications as it was determined to be more cost effective and operationally efficient to bring those actions in house. The City added Facilities Management as an area; however, the City received no bids by the deadline. That area will be rebid later this summer.
- Major service level changes within the proposals are as follows:
 - Public Works: *The overall staffing level for Public Works is proposed to be reduced by 0.4 FTEs compared to current staffing. One of the stormwater engineer positions will be reduced from full time to 10% support for a total of 2.6*

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FTEs paid for by the stormwater utility while a half time engineering technician will be added under public works administration for a total of 3 FTEs in the general fund. This change for 2021 will be a \$103,000 (24%) cost decrease in the stormwater utility, and an \$85,000 (24%) increase in cost to the general fund compared to 2020. Another change that the city requested from the previous contract is for the construction management to be included in the lump sum cost for public works rather than billed as a percentage of construction cost. Prior to SPLOST, the level of construction funding could vary significantly from year to year, and having the construction management fee based on the construction funding allowed for staffing up or down based on the amount of construction in a given year. Construction management cost will still be charged against capital project budgets and thus will not increase general fund costs. The lump sum construction management fee for 2021 is approximately 7% less than the average fee for the first 2 years of SPLOST. The five year total amount across all funds for public works increases by approximately 5.7% over the current contract.

- *Parks & Recreation: There is no change of vendor or change of current scope. The current vendor received a contract amendment for 2020 that added two additional staff, one in recreational programs and one in maintenance operations. The contract had only one FTE in 2016. The contract going forward will remain at the same level of service at which it is currently being provided with incremental cost increases year over year. While the five year cost increases by 110% due to the additional staff approved throughout the existing contract, the increase from 2020 to 2021 is only \$337,036 to \$361,178 or 7.2%.*
- *Planning & Zoning/Permitting & Inspections: Both Planning & Zoning along with Permitting & Inspections are currently run by the same firm. While the operating firm changes in this recommendation, those two areas are still united by the same vendor in this new proposal. Personnel numbers are similar with this area having numerous fractional FTEs making summary analysis rather difficult. That information is fully elaborated on in each proposal. Under the current contract, there is a lump sum for both areas and 50% of revenues are shared. Under the new contract, the lump sum is only for Planning & Zoning and 65% of revenues are shared. For comparative purposes, the 2020 year was dropped in terms of revenue sharing and the 2019 amount was used for the four years on the new contract. Given those proxies, there is a 5.0% decrease over five years (\$10.2 million to \$9.7 million) and a 1.2% increase from 2020 to 2021 (\$2.20 million to \$2.22 million).*

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- **Finance & Administration:** *Mayor and Council had already approved an Assistant Finance Director position in May 2020, indicating that the new contract would not have the Accounting Manager position. Proposals were submitted before that action was taken. The final recommendation does not include that in its scope. In this year's process, the contract also adds a risk manager position. The cost comparison from 2020 to 2021 will be an increase of only \$5,058 or 0.4% with that position swap. The five-year total amount increases from \$5.5 million to \$6.0 million or 9.3%.*
- **Information Technology:** *This recommendation expands staffing to include a 1.0 FTE Network Engineer II, a 0.4 FTE Security Engineer, and a 1.0 IT Support Specialist (the last position starting in 2023). After the recent successfully defended cyber-attack and with the nature of working remotely to be more commonplace, the added staffing levels are warranted. Also, due to the expanding workload of Geographic Information Systems (GIS), this recommendation adds an entry level 1.0 GIS Technician. The year over year increase from 2020 to 2021 is \$962,887 to \$951,085 or a decrease of 1.2%. The five-year total amount increases from \$3.9 million to \$5.5 million or 42.0%. As a note, without the additional positions, the increase for five years would have been 7.3%.*

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Summary Analysis of Cost (Previous Contracts v Proposed Contracts)

<u>5 Year Cost</u>	<u>2016-2020</u>	<u>2021-2025</u>	<u>2020</u>	<u>2021</u>	<u>Chng Five Year</u>	<u>Chng One Year</u>
Public Works (1)	5,515,895	5,828,632	1,142,410	1,097,580	5.7%	-3.9%
Parks (2)	912,932	1,917,545	337,036	361,178	110.0%	7.2%
Planning / Permitting (3)	10,232,196	9,716,621	2,195,762	2,221,964	-5.0%	1.2%
Finance (4)	5,501,973	6,014,007	1,127,708	1,132,766	9.3%	0.4%
IT (5)	3,886,266	5,517,791	962,877	951,085	42.0%	-1.2%
	26,049,262	28,994,596	5,765,793	5,764,573	11.3%	-0.02%

This table is a comparison of old versus new contracts. Please be aware in some cases, scope and staffing change occurs. Important information is footnoted below and also detailed elsewhere in this memo.

(1) Project management is now folded into the Public Works figure and not a percent of projects. The five year estimate under the old method is included for comparison.

(2) The dramatic five-year increase in Parks is primarily because the older contract contained only one FTE for one year, two FTE for three years, and four FTE for one year.

(3) The amounts shown combine Planning and Permitting cost. For 2016-2020, actual base cost plus actual fees earned shown through 2019. To keep comparisons equal, 2021-2025 also shows only four years of earned fees. For the 2020 / 2021 comparison, 2019 actual data used for earned fees against new rates.

(4) Finance's scope has limited change and is detailed elsewhere in this memo.

(5) For IT, 2020 has an additional \$125,000 of contract availability for cyber strike related costs. The 2021-2025 contract has additional staff detailed elsewhere in this memo.

Lynn Deutsch Mayor
Eric Linton, ICMA-CM City Manager
Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1
Jim Riticher City Council Post 2
Tom Lambert City Council Post 3

Stacey Harris City Council Post 4
Joe Seconder City Council Post 5
John Heneghan City Council Post 6

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Recommendation

Staff recommend the following vendors for the specific areas. Scores and five year costs below.

Public Works and Parks (two areas): **Lowe**

Finance: **Jacobs**

Planning and Permitting (two areas): **Collaborative**

Information Technology: **InterDev**

Public Works			Information Technology		
Vendor	Score	Cost	Vendor	Score	Cost
Lowe	143.25	\$ 5,828,632	Interdev	139.17	\$ 5,517,791
Jacobs	133.44	\$ 6,647,489	VC3	119.75	\$ 4,631,200
Finance			Permitting		
Vendor	Score	Cost	Vendor	Score	Cost (*)
Jacobs	138.98	\$ 6,014,007	Collaborative	126.23	\$ 1,562,290
CPL	124.00	\$ 5,525,427	Jacobs	124.23	\$ 1,562,290
Inframark	120.36	\$ 6,254,179	SAFEbuilt	122.00	\$ 2,042,995
JAT	110.92	\$ 7,894,889	CPL	113.43	\$ 1,406,061
			Charles Abbott	99.25	\$ 1,271,938
Planning			(*) Figure shows one year revenue sharing.		
Vendor	Score	Cost			
Collaborative	136.50	\$ 3,467,461	Parks		
Jacobs	129.10	\$ 3,631,094	Vendor	Score	Cost
CPL	124.34	\$ 3,680,124	Lowe	147.50	\$ 1,917,545

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**MULTI-YEAR CONTRACT
SERVICE PROVIDER CONTRACT
RFP 20-04 MUNICIPAL SERVICE PROVIDER**

This **CONTRACT** made and entered into this **15th DAY OF JUNE 2020** by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the "City"), and, **THE COLLABORATIVE, INC** (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Contract shall commence on January 1, 2021. The initial term of this Contract shall be through December 31, 2021. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for three additional twelve-month terms along with a fourth additional twelve-month term subject to Council approval, for a total lifetime Contract term of five years, upon the same terms and conditions, as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2026.

2. ATTACHMENTS:

Copies of the Service Provider's proposal, clarifications and modifications, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid, the City's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid (Exhibit A). The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider shall indemnify 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 in accordance with the terms contained in General Conditions Section 7.14 of the RFP.

6. TERMINATION FOR CAUSE:

The City may terminate this agreement for cause as outlined in General Conditions Section Section 7.18 of the RFP. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

7 TERMINATION FOR CONVENIENCE:

The City may terminate this agreement for convenience as outlined in General Conditions Section Section 7.18 of the RFP.

8. 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 Service Provider 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.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation except in accordance with General Conditions Section 7.20 of the RFP.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

15. TRAVEL COST REIMBURSEMENT

If travel cost reimbursement is to be a part of this contract then the vendor must comply with the City's Travel Policy.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

(Signatures Next Page)

CITY OF DUNWOODY, GEORGIA

By: _____

Lynn Deutsch, Mayor
City of Dunwoody, Georgia

ATTEST:

Signature

Print Name
City Clerk/ City of Dunwoody

APPROVED AS TO FORM:

Signature
City of Dunwoody Staff Attorney

SERVICE PROVIDER: _____

BY: _____

Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

Solicitation No. RFP 20-04

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dunwoody at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number: _____

Company Name: _____

BY: Authorized Officer or Agent Date: _____
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor: _____

Printed Name of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, _____

Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

From: [Richard McLeod](#)
To: [Shoucair, Ed](#)
Cc: [Brevard, Joe](#); [Parker, Angela](#); [Steve Willenborg](#)
Subject: Re: Following up
Date: Thursday, May 21, 2020 1:54:47 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Ed,

I have received it.

Thank you.

Richard McLeod
Community Development Director
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
Richard.Mcleod@dunwoodyga.gov
678-382-6802

On May 21, 2020, at 1:44 PM, Shoucair, Ed <es@thecollaborative.com> wrote:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Richard,

Understanding that Team Collaborative is being considered to provide both Planning and Zoning and Permitting and Inspections services to the City of Dunwoody, we commit a 65% recovery factor for the Permitting and Inspections activity.

Please let us know that you've received this email and if you would like any additional information from us

Thank you,

e

Ed Shoucair

President

122 South St, Boston, MA 02111

o. 617.338.0018 x 11

c. 617.416.4393

es@thecollaborative.com

www.thecollaborative.com

<image001.png>

<image002.png>

<image003.png>



Best and Final Offer Summary

Team Collaborative is pleased to submit this Best and Final Offer (BAFO) Cost Proposal volume in response to the City of Dunwoody (City), RFP 20-04, as amended and as requested by the City. This BAFO provides our not-to-exceed pricing for the two following Service Areas:

- Planning and Zoning (P&Z)
- Permitting and Inspections (P&I)

The pricing of these two service areas assumes the Collaborative is awarded both areas. Our burden rate structure includes a single overhead and G&A cost center that combines in its cost base the total direct labor for both service areas. This combined approach provides the most advantageous and leveraged pricing stemming from economies of scale.

In summary, Team Collaborative's BAFO results in the following benefits to Dunwoody:

- The proposed BAFO cost proposal for the combined service areas (P&Z and P&I) represents a total reduction of \$145,830 from our original combined proposal. This reduction is a combination of a lower profit factor and reductions to indirect costs due to discounts for performing both service areas.
- The combined approach results in a reduced price to Dunwoody compared to Team Collaborative providing each service area as stand alone functions. With respect to P&Z, the combined approach results in a cost savings of \$41,921 compared to our stand alone proposal. Similarly, the combined approach results in a cost savings of \$127,616 for performing the P&I service area compared to our stand alone proposal. Together, the combined approach results in a total cost savings of \$169,537 compared to providing these serves as stand alone functions.
- Our cost proposal also includes the Collaborative underwriting the cost of purchasing an electric charging station for Dunwoody to install at City Hall as described below. Additionally, we agree to provide an all-electric SUV as part of our vehicle fleet supporting the City as described below.

This BAFO Summary describes only changes to our original Cost Proposal submitted April 17, 2020. All other pricing parameters, descriptions and amounts proposed remain unchanged. Our original proposals for the standalone P&Z and P&I areas are unchanged from our original proposal for this BAFO.

Proposed Revisions in Detail

- Team Collaborative modifies our staffing plan as follows: We have eliminated .2 FTE for the Planning and Zoning Manager/Deputy CD Director in the P&I service area and added .2 FTE to the Zoning Manager/Deputy CD Director in the P&Z service area. As a result, the price of P&Z shows an increase due to a combination



of increased labor cost plus burden (increased P&Z Manager .2 FTE; approximately a total \$200K increase over five years). Conversely, the price of P&I has decreased primarily as a result of the elimination of the P&Z Manager .2 FTE (approximately a \$200K reduction).

- We have modified our cost accounting allocation method to improve the distribution of proposed vehicle acquisition, maintenance, and other related operating costs. Our method represents a cost-benefit approach that directly allocates vehicle costs based on the benefitting service area. For example, our combined proposal now distributes the total cost of one vehicle to the P&Z area and the cost of six vehicles to the P&I area. The effect of this method decreases the cost of providing P&Z services and more appropriately shifts costs to the P&I service area where the lion's share of vehicles will be used.
- Team Collaborative has reduced our fee/profit percentage from 8.75% to 7.9% of total direct labor plus burden. (As required by the RFP, this fee is expressed as a percent of direct labor in the cost tables).
- We reviewed both our overhead and G&A expense pools in order to identify additional savings that can result from the combined service area pricing approach. We have incorporated those changes in our proposed burden structure and thus our total burden rates have decreased (prior to the impact of including vehicles in our indirect pools compared to treating as a direct cost).
- NOVA Engineering has agreed to both the lower profit factor and burden rate structure and their revised pricing is reflected in our overall team pricing.
- The Collaborative does not apply G&A or a profit to any of NOVA's cost. This "pass-through" accounting method results in an overall lower cost of providing permitting and inspection services by eliminating double G&A and profit for that part of the effort.

Electric Charging Station and All-Electric SUV

Team Collaborative proposes to underwrite the cost of purchasing an electric vehicle charging station if the City wishes to install such a station at a location to be determined by the City (e.g., a location at or in the vicinity of City Hall). The Collaborative will make available up to \$5,000 to cover the cost of such a station. We estimate this amount will cover the cost of acquiring a 2-vehicle charger that would be available to be used by City vehicles and the public. Below we have identified an electric charging station for the City to consider:

The Ideal Shield® Electrical Vehicle Charging Station, Surface Mount, 2 Connections, EVCS-CC-SINGLE is a robust design made of galvanized steel to provide strength and resistance to harsh weather. It has a NEMA 4X enclosure that allows for outdoor installation and ensures safe charging in rain, sleet, snow, hail and heat. The station is a pull-up and plug-in EV charging system that incorporates strength, durability, and electric car charging all in one unit.



Ideal Shield® Electrical Vehicle Charging Station

Additionally, we propose to provide an all electric SUV to replace one of the hybrid SUVs included in our original proposal. We understand this vehicle will be Dunwoody's first all-electric vehicle and this upgrade will be at no cost to the City. The value of this upgrade is approximately \$10,000.

Permitting and Inspections Revenue Sharing

We decreased the P&I Revenue Fee Percentage billing rate from 70% to 68%.

I. Appendix D

Section I (Page I) Total Price Summary Tables by Service Area

The cost tables below are provided as required. These pricing summary tables include pricing for the award of both Planning and Zoning as well as Permitting and Inspections. We include both the lump sum and percent of inspection fees tables. The first table summarizes both proposed Service Areas. The second table shows only the percent of fees method applied to the total Permitting and Inspections area.

Our proposed not-to-exceed price by year and Service Area is shown. Service Areas not proposed are indicated with "N/A" as required.



Team Collaborative proposes a 68% recovery factor for this Service Area based on the City's stated \$1,000,000 estimated permitting and inspection revenues. We understand that at the completion of each month the amount of reimbursement by the City will be based on actual revenue amounts and the agreed upon fee factor.



Planning and Zoning/Permitting and Inspections Multiple Award

	Not-to-Exceed Price by Year and Service Area—Multiple Award Permitting and Inspections Lump Sum Fee Billing					
	2021	2022	2023	2024	2025	2021 - 2025
Public Works †	N/A	N/A	N/A	N/A	N/A	N/A
Finance and Administrative Services	N/A	N/A	N/A	N/A	N/A	N/A
Planning and Zoning	\$659,674	\$676,165	\$693,070	\$710,396	\$728,156	\$3,467,461
Information Technology	N/A	N/A	N/A	N/A	N/A	N/A
Permitting and Inspections *	\$1,549,092	\$1,587,819	\$1,627,515	\$1,668,203	\$1,709,908	\$8,142,536
Parks and Recreation	N/A	N/A	N/A	N/A	N/A	N/A
Facilities Management	N/A	N/A	N/A	N/A	N/A	N/A

*Lump Sum Fee Billing



	Not-to-Exceed Price by Year and Service Area—Multiple Award Permitting and Inspections Percent of Fees Revenue					
	2021	2022	2023	2024	2025	2021 - 2025
Permitting and Inspections**	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$3,400,000

**Percentage of Estimated Fee Revenue (68% Factor and estimated \$1,000,000 Fee Revenue)

*The City requests that all Bidders proposing for the Permitting and Inspection services shall provide the City with an alternative method of calculating the contract cost in lieu of the lump sum fee and will show the fee in the table above based on a percentage of an estimated \$1,000,000 in permitting and inspection revenues. (The City generated \$2,338,399. in 2018 and \$2,403,523 in 2019.) Please provide the proposed percentage of the permitting and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Permitting and Inspections: **68%**

Representative Signature

Date BAFO May 15, 2020

Printed Name and Title Ed Shoucair

Telephone Number 617.416.4393

Fax Number Atlanta 678-222-3401

Email Address es@thecollaborative.com



Section II. Total Pricing by Year and Labor Category

We have completed a cost table for each of our two proposed Service Areas.

Planning and Zoning/Permitting and Inspections Multiple Award

Planning and Zoning

Position	FTE Equiv	2021 Direct Labor	2022 Direct Labor	2023 Direct Labor	2024 Direct Labor	2025 Direct Labor	Burden Ratio	Profit Ratio	Not-To- Exceed Position Price
P&Z/Deputy CD Director	1.0	\$105,000	\$107,625	\$110,316	\$113,074	\$115,900	67.50%	13.23%	\$997,489
Senior Planner	1.0	\$75,000	\$76,875	\$78,797	\$80,767	\$82,786	67.50%	13.23%	\$712,492
Planner II	1.0	\$65,000	\$66,625	\$68,291	\$69,998	\$71,748	67.50%	13.23%	\$617,493
Planner I	1.0	\$52,000	\$53,300	\$54,633	\$55,998	\$55,191	67.50%	13.23%	\$493,994
Planning Tech/Admin	1.0	\$50,000	\$51,250	\$52,531	\$53,845	\$55,191	67.50%	13.23%	\$474,995
Arborist (On- demand)	.30	\$18,000	\$18,450	\$18,911	\$19,384	\$19,869	67.50%	13.23%	\$170,998
Total	5.3	\$365,000	\$374,125	\$383,478	\$393,065	\$402,892			\$3,467,461

(Profit ratio is expressed as a percent of total direct labor)



Planning and Zoning/Permitting and Inspections Multiple Award

Permitting and Inspections

Position	FTE Equiv	2021 Direct Labor	2022 Direct Labor	2023 Direct Labor	2024 Direct Labor	2025 Direct Labor	Burden Ratio	Profit Ratio	Not-To-Exceed Position Price
P&Z Manager/Deputy CD Director									
Land Dev Plan Review Engineer	.60	\$66,000	\$67,650	\$69,341	\$71,075	\$72,852	74.55%	13.79%	\$653,383
Land Plan Reviewer	1.0	\$65,000	\$66,650	\$68,291	\$69,998	\$71,748	74.55%	13.79%	\$643,483
Land Dev Inspector	1.0	\$73,000	\$74,825	\$76,696	\$78,613	\$80,578	74.55%	13.79%	\$722,681
Land Dev Inspector	.50	\$27,500	\$28,188	\$28,892	\$29,614	\$30,355	74.55%	13.79%	\$272,243
Code Compliance Officers	2.0	\$112,000	\$114,800	\$117,670	\$120,612	\$123,627	74.55%	13.79%	\$1,108,771
Permit Technician	1.0	\$50,000	\$51,250	\$52,531	\$53,845	\$55,191	74.55%	13.79%	\$494,987
Permit System Administrator	1.0	\$55,000	\$56,375	\$57,784	\$59,229	\$60,710	74.55%	13.79%	\$544,486
Permit/Business License Technician	1.0	\$50,000	\$51,250	\$52,531	\$53,845	\$55,191	74.55%	13.79%	\$494,987
Building Official Plan Reviewer*	1.0	\$95,000	\$97,375	\$99,809	\$102,305	\$104,862	74.55%	13.79%	\$940,475
Building Inspectors*	2.0	\$150,000	\$153,750	\$157,594	\$161,534	\$165,572	74.55%	13.79%	\$1,484,961
Building Inspector (Fire)*	.30	\$27,000	\$27,675	\$28,367	\$29,076	\$29,803	74.55%	13.79%	\$267,293
Permit Technician*	1.0	\$52,000	\$53,300	\$54,633	\$55,998	\$57,398	74.55%	13.79%	\$514,786
Total	12.4	\$822,500	\$843,063	\$864,139	\$885,743	\$907,886			\$8,142,536

* NOVA Engineering

(Profit ratio is expressed as a percent of total direct labor)

VOLUME I: TECHNICAL PROPOSAL



CITY OF DUNWOODY, GA

MUNICIPAL GOVERNMENT SERVICES

Response to Request for Proposals 20-04

2.4 Planning and Zoning
2.6 Permitting and Inspections



Change for Good®

April 17, 2020

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SECTION 2.3.1.1

TRANSMITTAL LETTER

17 April 2020

Mr. John Gates, Purchasing Manager
City of Dunwoody
4800 Ashford Dunwoody Rd., Second Floor
Dunwoody, GA 30338

Re: RFP 20-04 Municipal Services Procurement

Dear Mr. Gates:

The Collaborative and NOVA Engineering & Environmental, LLC (Team Collaborative) offer outstanding support services to the City of Dunwoody's Community Development Department in Planning and Zoning and Permitting and Inspections. Team Collaborative brings expertise managing on-site municipal contracts, decades of highly relevant community development experience, technical knowledge in planning, engineering and related disciplines, and a collaborative approach that results in service improvements, efficiencies and cost savings.

Experts in On-Site Service Management

Now celebrating its 30th anniversary, our Team's prime contractor, the Collaborative, is an award-winning planning, design, and communications firm with a national reputation for excellence in community development and the management of on-site service delivery.

In the Atlanta area, the Collaborative's on-site contract management approaches and procedures have been honed by managing contracts in support of the City of Sandy Springs, the City of Milton, and Fulton County. Additionally, the Collaborative has demonstrated highly relevant experience managing on-site technical service contracts for the Volpe National Transportation Research Center and numerous NASA Research Centers across the nation.

The Collaborative Approach

The constant across all these contracts is application of the firm's hallmark "Collaborative Approach." It stems from the belief that making connections among people, ideas and opportunities is the root of positive change for communities expressed by the company's motto: *Change for Good*®. It forms the foundation of the Collaborative's corporate culture of openness, information, and teamwork. It sparks constructive interaction among staff and clients about how best to share ideas and resources to produce the highest quality services and products on time and within budget. It broadens staff skills through cross-training so employees acquire multiple skills to meet surges and provide backup and redundancy. And because of the importance placed on collaboration, our clients' quality and schedule expectations are merged into service delivery processes from beginning to end, resulting in a high degree of customer approval.

Our Team's proven Collaborative Approach means that the City of Dunwoody has a partner in Team Collaborative—a partner committed to the notion of good, open and participatory government; that values the well-being of employees as much as profits; and grasps that a collaborative workplace yields incalculable net gains for the City.

Highly Relevant Technical Expertise

Team Collaborative brings highly relevant experience in the areas of planning, zoning, permitting and inspections. The Team's prime contractor supported the City of Sandy Springs with timely planning and zoning solutions. Most notably, on-site and corporate staff contributed to the development of a master plan that produced a new City Center known as City Springs. Recently, in support of the City of Atlanta, the firm's planners and urban designers led the update for Atlanta's West End Livable Centers Initiative Plan, as well as plan updates for the Atlanta BeltLine's Subareas 9 and 10.

Team Collaborative's technical excellence also includes providing permitting and inspections support to the City of Sandy Springs, the City of Milton, and Fulton County. This experience is further strengthened by the valuable role of NOVA Engineering & Environmental, LLC, an industry leader in the provision of services in engineering, plan review and code compliance to municipal government. NOVA provided building inspection support services to the Collaborative in Sandy Springs. And NOVA staff members also bring plan review, permitting and inspection experience from comparable assignments for the counties of DeKalb, Fulton and Clayton and the Cities of Atlanta, Dunwoody, Duluth and Brookhaven.

Integrated Approach to Community Development

Team Collaborative is submitting this proposal to provide integrated professional services in support of Dunwoody's Community Development Department. We believe that planning, zoning, permitting and inspections perform best when executed as a seamless operation.

Acknowledgement

Team Collaborative holds our proposal price contained herein valid for a minimum of one hundred and eighty (180) days after the time and date of proposal opening.

Local Contact Person

Name: Angela Parker
Title: Senior Vice President
Telephone: 404.797.7807
Email: aparker@thecollaborative.com

Below are the signatures of myself and Angela Parker who are both authorized to negotiate on behalf of Team Collaborative.

Sincerely,

the COLLABORATIVE, Inc.



Joseph Brevard
CEO



Angela Parker
Sr. Vice President

SECTION 2.3.1.2

RESPONSE TO SCOPE OF WORK

SOW 2.3.1.2 General Requirements and Management Plan

SOW 2.4 Planning and Zoning

SOW 2.6 Permitting and Inspections

SOW 2.3.1.2 GENERAL REQUIREMENTS AND MANAGEMENT PLAN



2.3.1.2: SOW General Requirements and Management Plan

The Collaborative and its teammate NOVA Engineering & Environmental, LLC, (Team Collaborative), provide an integrated set of professional services in support of the City of Dunwoody's Community Development Department, including Planning and Zoning and Permitting and Inspections service areas. Team Collaborative employs three key factors that guide the implementation of our high-performing municipal service contracts:

- 1) Providing motivated, highly skilled staff who are kept abreast of industry best practices
- 2) Creating a workplace culture of collaboration and innovation that yields gains in employee productivity; and
- 3) Employing a flexible management plan designed to nimbly meet the changing conditions and needs of the City and which consistently generates innovations that benefit the City through improved services, procedures and products.

We have organized our 2.3.1.2 responses to align with the requirements identified under RFP sections 2.1: a – ee.

2.1.a - Services Under Community Development Director

In support of Dunwoody's Community Development Department, Team Collaborative agrees to provide services under the direction of the Community Development Director and City Manager, including performing duties and functions reasonably and customarily associated with delivery of services in accordance with local, state, and federal laws including the City Charter, City ordinances, and state and federal law.

2.1.b - Worker Safety

We comply with all OSHA and applicable federal and state statutes, regulations and standards for workplace safety and hazardous material management. In fact, we consider the health and safety of our staff, clients and general public to be our first and foremost concern. Our track record in this regard is excellent and our insurance providers recognize our lack of claims and reward us with low rates.

Team Collaborative exceeds OSHA and other worker safety regulations. We do this by screening all prospective employees for indicators of risky behavior. Only applicants that meet our high standards are invited to join our team.

We provide staff training geared to each employee's role and work environment. This training includes encouragement for our employees to report any observed safety issues and empowers them to act appropriately and swiftly to minimize risk. For example, we encourage our employees to take a Red Cross-approved CPR class including training on the use of an Automatic External Defibrillator.



We ensure that our vehicles are maintained in safe conditions and are equipped with emergency kits. Employees who visit construction sites are provided vests, safety glasses, hardhats and are required to wear protective boots and gloves.

2.1.c - Document Retention

As we do in support of other municipal service contracts, Team Collaborative complies with all government documentation retention requirements e.g., Dunwoody's current and amended document retention schedules.

2.1.d & e - Culture and Information Sharing

The residents of the City of Dunwoody, their elected officials and municipal staff clearly share a strong commitment to upholding a culture of superior public service and operating an open and participatory form of municipal government. We applaud the City for its view that each and every resident, business, organization and visitor to the City should be served as a valued member of the Dunwoody community.

The City's management culture of collaboration, openness and service is shared by Team Collaborative. For decades, we have worked tirelessly to promote collaboration among staff, with our municipal clients and with the public. As a trusted partner to the City of Dunwoody, our team works to strengthen your successful community, collaborating with you to identify ways to add to the City's already high quality of life. All the while, Team Collaborative commits to energetically engaging the public in the ongoing conversation on how to make a better Dunwoody.

Toward this end, Team Collaborative agrees to promote information sharing and collaborative work between all City staff and fellow contractors. Collaboration is more than the theme of our team's lead firm—it is the basic principle that guides our decisions every day. We do so by creating a contract-wide atmosphere of openness and teamwork. We share ideas and resources. We regularly broaden our staff's skills so our workforce can flexibly meet shifting demand in workflows. And we keep costs low by merging the City of Dunwoody management team's expectations into our processes from beginning to end.

We bring to Dunwoody highly relevant experience supporting the City of Sandy Springs Community Development Department. Over the course of eight years, the Collaborative's owners and on-site management team carefully, creatively—and often painstakingly—worked to build a culture of collaboration that now thrives among departmental staff. Colleagues regularly do whatever it takes to meet challenges of the day, share information, gladly and graciously back up one other, step up to track down answers for customers or co-workers when the person handling a particular request is unavailable, and support one another outside of work when someone is facing a health or personal challenge.



Beyond Sandy Springs City Hall, the Collaborative extended its commitment to collaboration by promoting constructive relationships among local businesses and civic organizations that continue to benefit the community. For example, the Collaborative helped launch the annual, award-winning “Live Lead Learn” Speaker Series that promotes exploration and discussion of important community-building topics.

“Thanks so much for your support of Leadership Sandy Springs. Your sponsorship has made it possible for us to present Live Learn Lead to our community—which got its beginning five years ago when you proposed a speaker series. *Truly, if it weren't for you, we would not have our Live Learn Lead event. What an important opportunity to bring the community together and discuss the relevant issues of the day.*”

*Jan Paul, Director
Leadership Sandy Springs*

Outside Sandy Springs, in 2019, the Collaborative began a process of fostering relationships to further Sandy Springs workforce housing goals. Specifically, the Collaborative’s owners began working with Atlanta officials to meet with Sandy Springs, and Perimeter companies potentially interested in developing workforce housing in the vicinity of Atlanta’s West End neighborhood MARTA station, where the Collaborative recently completed an Livable Centers Initiative Master Plan Update.

Team Collaborative shares a commitment with the City of Dunwoody that collaboration—a core feature of the public-private partnership model—generates innovations that enhance City services. From the outset, Team Collaborative commits to serving as an “engine of innovation” among the City’s contractors. For example, the Collaborative’s approach that epitomized the support provided to the Sandy Springs Community Development Department transformed that department from a relatively slow-moving and overly procedural operation into what many today believe to be one of the most streamlined, customer-focused departments in Metro Atlanta.

When it comes to creating collaborative operations that produce efficiencies and cost savings that benefit Dunwoody, Team Collaborative pledges to build upon our two firms’ record of innovation. We commit to sharing with City leadership the best thinking of our national planning and community development staff, including seeking the insights gained from our work in Boston, New England, California, and Metro Atlanta. We look forward to tracking down answers to questions posed by Dunwoody City leaders seeking to explore solutions to challenges the City faces. And we continue our best practice of encouraging and rewarding our on-site contract staff who bring forward innovations that improve services and operations.

2.1.f - Performance Indicators

Team Collaborative understands that good government means open government, and we put into place procedures to regularly communicate with, and report on, our performance in support of the City. In doing so, we identify, record and document key performance indicators in monthly reports based on evaluation criteria established at the start of the contract, and additional performance indicators approved by the Community Development Director and City Manager over the course of the contract. At the same time, Team Collaborative’s leadership believes in



proactive communications. We initiate calls or appear in person to meet with the Community Development Director and City Manager every 60-90 days to review contract performance.

We focus on exceeding standard performance indicators such as the number of permits issued, zoning analysis reports completed, or inspections conducted. While such standard performance indicators generally report on work quantities, we go a step further and regularly report on key departmental achievements that reveal the more quality-related innovations and improvements implemented by our team.

Because the diligence and initiative of our employees is key to our achievements, the annual performance plan for each employee incorporates not only standard performance indicators, but also broader, more innovative improvements. We unify our team around a culture of innovation, celebrating achievements with the team and rewarding employees for their accomplishments.

2.1.g - High Quality Staff

The provision of motivated and highly skilled staff who embrace industry innovations and best practices is one of the three keys to delivering high-quality municipal services.

Toward this end, Team Collaborative implements procedures for attracting and retaining highly qualified employees in the appropriate number to maintain the required level of service and to promptly fill vacancies defined by the City for each position. Our objectives for recruiting, hiring, and providing qualified personnel to support the two service areas are to:

- Engage incumbent professionals recommended by Dunwoody's Community Development Director and City Manager
- Fill open positions with appropriate full-time or part-time members of our current Atlanta area workforce
- Recruit new talent who are stars in their respective fields
- Augment staff with part-time Collaborative staff to support short-term assignments, meet workload surges, or cover vacations or absences

Providing Dunwoody with the highest performing on-site personnel begins with Team Collaborative fielding a core team of highly effective managers and supervisors to guide, motivate, raise and sustain the performance of on-site staff. As is discussed under Section III: Qualifications and Experience of Firm and Staff, we bring to Dunwoody an outstanding group of managers and supervisors, many of whom were instrumental in *significantly raising* the level of staff performance and service delivery at the City of Sandy Springs in recent years. We recognize that bringing on talent is possibly the most important task in building an exceptional team and therefore we place great emphasis on this aspect of the contract.

The selection of high performing staff begins during the contract transition period. During transition, Team Collaborative looks forward to meeting with City leadership to understand and evaluate the performance of the incumbent workforce. Team Collaborative enjoys a high rate of retention of those incumbent workforce members we identify as superior performers. This high level of retention is due to a package of programs and policies for recruiting and retaining staff. These include a competitive and comprehensive total compensation plan, a merit-based pay



system, innovation incentives, and opportunities for continued learning and career development. Just as important, we offer the promise of being part of a challenging, collaborative, and rewarding work environment.

When recruiting personnel from outside the firm, we post positions in local newspapers, online through various recruitment sites—such as LinkedIn—at universities and colleges, and with professional organizations. However, identification of talent goes beyond posting notices; it often requires reaching out to leading industry “pros” who may not be looking for a job. We actively scan the industry to identify talent that may relish the opportunity to participate on a team that embraces innovation and positive change.

As we do in support of our other municipal support contracts, upon contract startup, our team immediately commences staff training in all aspects of employee and Departmental work to ensure employees have the skills, technical knowledge, and customer-service mindset to perform at their highest level on behalf of the City of Dunwoody. We seize opportunities to cross-train staff to flexibly address workload and staff fluctuations. Each year we prepare a staff training plan in collaboration with the City that outlines professional development provided to staff during the prior year and outlines relevant professional development for the coming year. We focus on ensuring staff is up to date on industry best practices and has the tools to continue to provide the highest quality services. Additionally, we incorporate a training plan for the upcoming year into each employee’s annual “Employee Performance Plan,” discussed below.

We ensure staff performance by making clear the connections between the service and product outcomes desired by the City of Dunwoody and individual employee performance. To accomplish this, Team Collaborative’s corporate and on-site management team regularly consults with the Community Development Director and City Manager to ensure that we fully understand the City’s performance requirements and areas of focus. We then translate these requirements regarding both quality and quantity of work, timeliness, and cost controls directly into each employee’s annual “Employee Performance Plan.” The development of these annual plans for individual performance is a company-wide practice for both the Collaborative and NOVA.

The Collaborative’s use of Employee Performance Plans over the course of the City of Sandy Springs municipal services contract contributed to consistent employee improvement, faster response times, increased productivity and innovative improvements. For example, at the outset of the Sandy Springs municipal services contract, the Collaborative’s code enforcement staff largely worked within a defined silo of activities. However, following the first six month performance assessment by our management team, we modified code enforcement employee performance plans—we don’t always wait a year when we see improvements to be made—to give officers the additional responsibility of providing ancillary land development inspection services. Specifically, when code enforcement officers circulated around the City, they were trained and charged with identifying and reporting potential soil erosion issues to members of our land development team who subsequently took action. This one adjustment to code enforcement officers’ performance plans—and there were others—effectively multiplied the capability of the Community Development Department to address land disturbance situations



prior to the disturbance becoming a more significant challenge later. We celebrated this change with the team highlighting the statistical improvements to the Collaborative's overall performance. We also provided Code Officers with the opportunity to obtain GSWCC certification, enhancing their qualifications. This one example served to enhance contract performance, celebrate teamwork, and inspire the professional growth of our employees.

We further reinforce the connection between the City's and Team Collaborative's expectations for employee performance by linking annual salary increases and performance bonuses to each employee's successful fulfillment of his or her goals. This management practice of linking performance expectations with annual employee performance plans, training plans, and financial incentives has proven to be instrumental in our track record of delivering contract personnel who are motivated to consistently identify innovations and improvements and achieve at the highest levels.

To retain high performing staff, the Collaborative and NOVA offer "Employee-Focused Benefits Packages" that result in workforce loyalty and longevity. For example, the Collaborative's guiding principle of *Change for Good* has defined the company's benefits program for three decades. It is an expression of caring about each person's well-being. It is designed to promote healthy lives, sustain rewarding careers and give individuals and their families a sense of security. For example, along with basic benefits, such as vacation time, personal time, and retirement benefits, the plan includes such benefits as smoking cessation financial incentives, fitness incentives, tuition reimbursement, bonuses for the acquisition of fuel-efficient vehicles, transit subsidies, and home ownership incentives.

To the above list of benefits, we must add other largely invisible interactions between Team Collaborative management and staff that add up to making very real differences in the lives of those with whom we work. These include the personal cards of thanks and recognition written each year, words of reassurance to a staff member battling an illness that their job is waiting for them when they return to health, and requests for action made to slow-moving health insurance companies.

2.1.h Committed Staff

It is understood that in no instance shall the Collaborative reassign a member of our on-site Dunwoody staff without written approval. Nor will any member of Team Collaborative management team approach Dunwoody on-site staff regarding potential internal or external reassignments without prior discussion with the Community Development Director or City Manager.

2.1.i - Best Practices and Service Improvements

While Dunwoody has a proven record of providing high-quality customer service, even strong organizations can get better. We believe there is value to bringing fresh minds and ideas to the table. Our approach to managing this assignment is to preserve what is proving to be working well for the City while continually evaluating industry trends and innovative solutions to bring to Dunwoody.



In promoting continuous service improvement, Team Collaborative agrees to research current and relevant trends and laws that might have an impact on the City and service delivery, and then communicate their potential benefits to the City. We identify, evaluate, and implement service improvements by drawing from the multi-disciplinary perspectives and knowledge of both our on-site and corporate staffs.

On a day-to-day basis, we encourage and train staff to remain vigilant for opportunities to improve. We do this by highlighting the importance of innovation and improvements in annual employee performance plans we prepare with the approval of City Management, by conducting periodic “Lessons Learned” meetings with staff, and by seeking regular customer comments and suggestions for improved services.

We incorporate into our Team’s organizational structure an Innovation Development Team (IDT) for consistently exploring innovative services, tools, and products to improve contract performance. Depending on the nature of the concept, the IDT draws from a cross-section of talent, including on-site staff, corporate resources, and outside experts, as appropriate. The IDT is called together on a semi-annual basis to brainstorm ideas and propose innovations to improve contract services and products to better serve the evolving needs of the City of Dunwoody. Members of the Community Development IDT include:

Approval of Municipal Contract for Community Development



	IDT Area of Expertise	Education and Background
Ed Shoucair, Lead	Community development, master planning, zoning, environmental planning, public participation	BA History, Duke; Master in City Planning, MIT; 35+ years experience
Joe Brevard	Municipal planning, capital facilities planning, public participation	BS Engineering, NJIT; Master in City Planning, MIT, 40+ years experience
Jim Purdy	Municipal planning, zoning, community development, master planning, permitting, public participation	BS Physics, UM; Master of City Planning, MIT; AICP; 35+ years experience
Angela Parker	Community development and governmental operations	BA, Landscape Architecture, University of Georgia, 30+ years experience
Ken Suddreth	Community development, land use, and zoning	B.A. in Urban Studies, Furman University, Master of Public Administration, University of Georgia, 40+ years experience
Kaye Lynn Johnson	Urban design and master planning	BA Kenyon; Master of Landscape Architecture, Harvard GSD; ASLA; 30+ years experience
Mike Morgan	Urban design and master planning	BA, Landscape Architecture, University of Georgia, ASLA, 40+ years experience
Steve Willenborg	Plan Review and Building Inspections	BS, Civil Engineering, Georgia Tech; ICC Building Inspector, 30 years experience with construction in Atlanta MSA
Michael Nier	Building Official duties, plan review, permitting, plan review	A.A.S Building Trades-Building Construction, Alfred State College, over 40 ICC certifications, 30 years experience in municipal services
John Cheek	Urban design, environmental sustainability, building design and construction	BA History, UVA; Master of Architecture, Rice University, 40+ years experience
Gilbert Quinones	Civil engineering and plan review	B.C.E Georgia Tech; P.E., 35+ years experience
David Chia	Transportation planning, ADA specialist	BS Engineering, Yale; Master of Technology and Policy, MIT; 35+ years experience

Innovation Development Team

the COLLABORATIVE

Change for Good®

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Approval of Municipal Contract for Community Development



If agreeable to the City, Team Collaborative convenes a semi-annual meeting between representatives of our IDT and interested City of Dunwoody representatives to explore and identify innovative solutions for increasing service and product quality, increasing workflow efficiency, and reducing cost. This process promotes information sharing and asking, “what if?” questions regularly among our Team’s multidisciplinary IDT members, each of whom brings a unique perspective to a job. This borrows best-practice tools and techniques from methodologies developed and proven in private industry to drive change and improve performance and allows the Team to generate innovative, appropriate, and cost-effective solutions.

Prior to each meeting, Ed Shoucair, IDT Lead, and Angela Parker, the Collaborative’s local corporate representative to Dunwoody, will query the Community Development Director and City Manager to identify areas where the City believes new approaches would be beneficial. The members of the IDT will then explore and propose potential improvements to help further the City’s goals. Those ideas that seem appropriate and feasible are researched further and concepts are presented to the City for consideration. While some concepts result in no-cost process improvements, for larger initiatives, we will at the City’s request develop detailed proposals containing scope, schedule and cost information for the City’s review, consideration, and decision.

Examples of Sandy Springs IDT Community Development Improvements	Summary
• Developer Thursdays	Formalized and promoted weekly meetings for project proponents to discuss possible developments with City staff
• Interest Group Roundtables & Workshops	Initiated “Environmental Best Practices” Roundtable and “Build Sandy Springs” Contractors Seminar
• City Beautification Fund	Proposed creation of, and made initial corporate investment in, City Beautification Fund
• Electric Car & Charging Station Demo Project	Proposed and underwrote electric car and charging station demonstration project
• Citywide Car Charging Initiative	Discussed with Chamber steps for helping underwrite installation of more car charging stations across city
• skyTran Innovative Maglev System	Introduced City management to heads of skyTran, an innovative maglev system emerging from R&D
• MARTA West End Housing Discussions	Launched process of organizing meetings with Sandy Springs businesses and developers to discuss workforce housing opportunities at MARTA’s West End Station



2.1.j - Apply for Grants

Team Collaborative identifies and applies for grants matching strategic goals of the City, and will research and implement operational improvements to increase efficiency, improve service, and reduce operating expenses.

2.1.k - Computer Literacy

Team Collaborative makes computer literacy a basic requirement of all employment. Where deficiencies exist, we train staff to ensure each possess the technical knowledge to operate the IT tools and software needed to perform their respective jobs.

2.1.l and m - Training and Professional Development

As discussed under SOW 2.1.g, High Quality Staff, upon contract startup, we immediately commence training staff in all aspects of employee and Departmental work to ensure employees have the skills, technical knowledge, and customer-service mindset to perform at their highest level on behalf of the City of Dunwoody. Additionally, we seize opportunities to cross-train staff to flexibly address workload and staff fluctuations. In line with Team Collaborative's commitment to continuous improvement, each year we prepare a staff training plan in collaboration with the City that outlines professional development provided to staff during the prior year and outlines training to be delivered in the coming year to ensure staff continue to provide the highest quality services. Furthermore, we incorporate a training plan for the upcoming year into each employee's annual "Employee Performance Plan" discussed below.

2.1.n and o - Research and Implement Continuous Service Improvements

Please see SOW 2.1.i Best Practices and Service Improvements.

2.1.p - Equipment Management

As users of City-provided equipment, e.g., office computers and printers, Team Collaborative sees itself as stewards of the equipment. As stewards, we agree to maintain and account for all information, equipment, and property, which the City provides for use over the course of the contract. We work to ensure that all paperwork supports the use of property under our management.

We appoint a team Property Custodian to ensure that equipment under our supervision is properly located, secured, tagged, photographed, and entered into the proper equipment database. Where appropriate, the Custodians review operations with staff, and ensure the necessary maintenance manuals are easily accessible. If agreeable to the City, we will work with the City to develop a depreciation and/or replacement schedule and budget.

In general, we commit to the wise use of City-owned equipment with respect, conservatively using supplies and facilities in line with the City's environmental sustainability goals.

2.1.q, r, s and t – Motor Vehicles and Other Equipment Provided by Contractor

Team Collaborative agrees to furnish and maintain all labor, supervision, and equipment, not provided by the City, in performance of the services, duties, and responsibilities to support the Community Development Department. This includes providing and operating equipment and



supplies including vehicles, mobile phones, tablets, uniforms, and safety boots for field inspectors and code enforcement officers.

With respect to motor vehicles, we anticipate deploying seven: two to support Building Inspectors; two for Land Development Inspectors; two for Code Enforcement Officers; and one vehicle to be shared between the Building Official and Planning and Zoning staff who do not require daily use of vehicles.

In keeping with both the City's and the Collaborative's commitment to environmental sustainability, our motor vehicle strategy proposes the provision of 2021 Hyundai Kona front-wheel-drive hybrid SUVs that have an EPA rating of 40-45 MPG. Besides this high level of energy efficiency, we believe the selection of these vehicles offers an excellent opportunity for the City to promote its commitment to environmental sustainability. In this regard, the City may, as an alternative, want to consider Team Collaborative selecting electric SUVs that deliver approximately 250 miles per charge; this is a driving capacity that far exceeds the range of 25-40 miles per day that Dunwoody's field inspector and code enforcement officers typically travel in a day. The additional acquisition cost of these electric vehicles is relatively minimal compared to purchasing hybrid vehicles, taking into account government rebates, and an average cost savings of \$500 per year to operate compared to standard gasoline-powered vehicles. The Collaborative found this to be true in Sandy Springs where the Collaborative acquired an all-electric Smart Car to support the Community Development Department. The firm also provided non-contract funding to install a charging station for the vehicle.



Electric vehicle provided by the Collaborative in support of Sandy Springs

Whichever vehicle is selected, Team Collaborative agrees to apply the appropriate City of Dunwoody lettering to the vehicles. We also oversee the storage, maintenance, inspections and other necessary services related to the vehicles, as well as all equipment provided by the City. Team Collaborative also provides a Motor Vehicle Use and Safety Policy for the vehicles to ensure that the City is protected. It is understood that the City may use the vehicles when not in use by Team Collaborative staff.

To ensure proper use of vehicles, as part of our employee screening process, we conduct background checks to ensure anyone driving a vehicle possesses a clean driving record. Additionally, to monitor vehicle use, we install devices within the vehicle that record vehicle use statistics. This data is reviewed on a regular basis to determine if any unsafe behavior is occurring.

2.1.u – Supporting Clear Communications

Team Collaborative understands that clear and regular communications are foundational to effective operations. In support of Dunwoody's Community Development Department, we



accomplish this by first providing a single on-site contract team representative who is available to the City 24/7. Our proposed Planning and Zoning Manager leads the Planning and Zoning staff and also serves as our Team's candidate to work as a Deputy to the Community Development Director. This is the model the Collaborative effectively employed in support of the City of Sandy Springs. As the Community Development Director's right-hand person, Team Collaborative's lead contract representative disseminates fresh, firsthand knowledge to on-site staff regarding day-to-day operations and meets weekly with corporate staff about contract performance.

Supporting our on-site contract lead, senior Team Collaborative corporate representatives are a phone call away to speak with the City of Dunwoody's leadership. These corporate representatives are also available 24/7 and include Angela Parker for the Collaborative and Steve Willenborg for NOVA. As the City of Sandy Springs learned, when City leadership called a corporate representative, it received "Drop everything, folks!" action. With offices nearby, when Dunwoody leadership would like to meet a corporate representative in person, Angela or Steve can be there within the hour, depending on Atlanta's traffic.

2.1.v and w – Hours and Monthly Reporting

Our Team's on-site personnel work in accordance with City of Dunwoody business hours, providing appropriate staff to meet after-hours requirements. It is understood that normal office hours may not extend before 8 a.m. or later than 5 p.m. without express written permission of the City Manager and must be reviewed and confirmed again in writing by January 1st of each year.

Monthly invoices submitted by Team Collaborative include a production report including a monthly summary of hours spent on the Contract, segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.

2.1.x – Holidays and City Closures

Our Team's on-site personnel work in accordance with City of Dunwoody business hours. With respect to holidays and emergency schedules, all full-time staff receive the same paid holidays as full-time city staff and in the event the City is closed for inclement weather or other reason, contractors will receive the same benefit as fulltime City employees.

2.1.y – EEO Training

Team Collaborative provides EEO training for all new on-site staff, along with refresher training every two years.

2.1.z – Primary Contract Contact

Please see response to SOW 2.1.u – Supporting Clear Communications.

2.1.aa – City Address

Team Collaborative on-site personnel are to use the Dunwoody City Hall and e-mail addresses only for City-related matters, including both incoming and outgoing mail.



2.1.bb – Reporting

Every six months, Team Collaborative prepares and provides the City with a scope of work, including a list of specific services to be delivered in the service area managed, along with contract performance reports for our respective service areas. We also agree to produce performance reports within 48 hours of whenever requested by the City.

2.1.cc – Annual Management Plan Update

As part of the City's annual budget process, Team Collaborative develops a revised management plan for continuing, and, where appropriate, improving services areas under our management. In the case of Community Development, we support the Community Development Director in his development of such a strategic management plan.

2.1.dd – Six Month Scope of Service Updates

Team Collaborative provides the Director with scope of service updates every six months. This coincides with service improvements and innovations identified by the Innovations Development Team.

2.1.ee – Records Management

Team Collaborative designates a contract employee to be responsible for maintaining all City records produced in support of our service areas in accordance with the City's records retention policy for both archiving and disposition.

Additional Responses to SOW 2.3.1.2

The information provided above responds to RFP Section 2.1. The information states our understanding of the service delivery objectives, work activities and deliverables requested by the RFP; describes our approach and methodology for ensuring the delivery of high quality services; summarizes our methodology for ensuring collaboration that results in efficiencies and cost savings; and describes our approach for maintaining appropriate and timely communications with the City.

Additionally, as requested under SOW 2.3.1.2, we provide this supplemental information.

Facilitating a Smooth Transition

To ensure the successful transition between contracts, Team Collaborative undertakes a 180-day Transition Period culminating in a final 30-day Phase-In. During the initial five months of the transition period, our plan is to meet with City of Dunwoody leadership to understand their observations about past Community Development Department performance, including achievements, effective procedures and activities, and those operational areas where improvements are desired. This will include learning more about the performance of current contract staff. During this period, we would like to interview the current contract staff to assess their capabilities, willingness to improve, their ideas about where and how improvements could be made, and other topics. At the same time, Team Collaborative representatives, if agreeable with the City, would schedule interviews with appropriate other City leadership identified by the City Manager, along with business representatives and community leaders. The purpose of these

Approval of Municipal Contract for Community Development



meetings is to gain additional information about Community Development Department strengths and potential areas where improvements could be made.

Ed Shoucair, the Collaborative's President, serves as our team's Transition and Phase-in Manager. He brings highly relevant experience having managed the City of Sandy Springs Transition and Phase-in, as well as phase-ins with several other on-site contracts. Other members of the Transition Team include: Angela Parker, Collaborative VP and senior Atlanta area corporate officer; Ken Suddreth, a Senior Associate at the Collaborative and community development expert; and the Collaborative's CFO and Director of Operations, Matt George and Craig Martin, respectively. NOVA's Transition and Phase-In Team members include Steve Willenborg, Vice President and Georgia Operations Manager.

A major strength of our transition plan is the high level of leadership from both firms ensuring that the City of Dunwoody receives the highest-level of corporate support during Transition and Phase-in.

Three months into the Transition Period, Team Collaborative provides the Community Development Director and City Manager with a staff plan more fully developed than the one included in this proposal. This proposal's preliminary staff plan identifies many key managers and supervisors we commit to supporting the City of Dunwoody. The three-month staff plan submitted to the City for review includes recommendations for those members of the incumbent staff to hire, as well as new hires. Given the nature of service support contracts, we fully grasp that our final staff plan will fully reflect Dunwoody's requirements and inspire the complete support of the City of Dunwoody's leadership.

The Transition Period concludes with a one-month Phase-In that includes activities to ensure a smooth handoff between the current contractor and Team Collaborative. Steps are taken to ensure work in progress is uninterrupted. Staff orientation and training activities begin. And equipment control measures are instituted.

Dunwoody Phase-In Task	Jan			
	1	7	14	21
Phase-in period start	●			
Meetings with incumbent contractor to ensure uninterrupted transitions of work in progress	●			
Staff kick off meetings to review HR policies, Dunwoody Code of Conduct, Safety & Health Plan				
Team Collaborative customer service and best practice training sessions commence				
Tag, secure & enter equipment information into database				
Host staff kick off reception				●



The Collaborative approaches Phase-out with the same attitude as Phase-in—no disruption in support is acceptable.

We assign a Phase-out Manager as a communications conduit to the incoming contractor. We participate in discussions leading to forming a Memorandum of Understanding (MOU) specifying data contents, formats, and dates for information exchange. We prepare a Phase-out Plan to ensure continuity of services. Most importantly, we make our personnel available to the incoming contractor to continue supporting the City's mission.

We stress open and honest communication with our employees during a potentially chaotic and stressful period in any incumbent employee's career. As a first step, we conduct a meeting with all employees to discuss their continued employment with the incoming contractor. We emphasize the importance of maintaining a high level of performance and continued commitment to the City mission. We schedule activities between employees and the incoming contractor after hours or during lulls in the workday. We offer benefits counseling to ensure employees are aware of their rights and responsibilities regarding continuous health insurance coverage, seniority, and vesting.

Preliminary List of Firm-Supplied Equipment and Supplies

Team Collaborative understands that the City of Dunwoody provides a space to work, desktop computers and software, printers, copiers, desk phones and supplies for our Team's on-site staff. We provide vehicles, laptops/tablets and smartphones for field staff, uniforms, and safety equipment. Laptops/tablets used by field personnel will interface with the City's software system.

Supporting Dunwoody's Environmental Sustainability Goals

Team Collaborative applauds the City of Dunwoody's commitment to environmental sustainability. As previously stated, Team Collaborative undertakes a number of measures to promote environmental sustainability as a company that complement Dunwoody's goals. For example, we propose fuel efficient motor vehicles to be used by Team Collaborative staff in support of the Community Development Department.

Team Collaborative regularly incorporates environmental sustainability into our practice. For example, our staff supporting the City of Sandy Springs organized a one-day "Environmental Enhancement Best Practices Roundtable" to educate the public, builders, and developers on current environmental sustainability building and land development best-practices. Due in part to Team Collaborative efforts, the City of Sandy of

Environmental Enhancement Best Practices Roundtable



Please join representatives of the City of Sandy Springs for the first in a series of meetings to explore and discuss best practices that government, nonprofit and private organizations are taking to protect and restore the natural environment.

The three-hour roundtable affords you and your organization the opportunity to share examples of techniques, policies, and approaches for protecting and restoring the natural environment.

The first session will be overview in character, including topics such as land and water protection initiatives, land use policies, and design and technical approaches. Subsequent roundtables will focus on specific topics.

Along with information sharing, these roundtables provide City of Sandy Springs staff with ideas and information on promising approaches for presenting to City leaders for possible application in Sandy Springs.

November 10, 1-4 PM
Sandy Springs Community Development Department
Sandy Springs City Hall, 7940 Roswell Road
Collaborative Conference Room

Please respond to Ms. Rita Talbert, RTalbert@sandyspringsga.gov by 5 PM Friday, November 4. Due to space limitations, one representative from your organization is invited. If you are presenting power point slides, please email Ms. Rita Talbert by 5 PM Tuesday, Nov 8. Each presenter will have approximately 10 minutes to present with discussion to follow. Ms. Talbert's phone number is 770-206-1511. On behalf of the City of Sandy Springs, we look forward to seeing you and thank you in advance for your participation.



Springs has been recognized as an Atlanta Regional Commission Bronze Level “Green Community.”

The earnestness of Team Collaborative’s commitment to environmental sustainability can be seen in the firm’s efforts to encourage employees to make environmentally friendly decisions with respect to transportation. For example, 1) Collaborative employees using public transportation or who carpool to and from work receive a monthly stipend of \$125; 2) employees who purchase a personal vehicle that delivers more than 40 MPG receive a one-time \$400 incentive bonus; and 3) employees who choose to live within the boundaries of communities in which they work receive a one-time payment of \$500. Home ownership is not a criterion in order to qualify for this benefit. The payment is in support of programs that are structured to minimize the impact of traffic congestion and air pollution.

Additionally, we bring to Dunwoody many staff members who possess LEED® credentials related to sustainable planning, design and maintenance, and we draw on their knowledge to support future City of Dunwoody sustainability efforts. For example, we assign John Cheek, AIA, AICP, LEED® AP and IDT member the task of evaluating Dunwoody’s Community Development Department requirements, looking for opportunities for promoting the retrofitting and construction of more energy efficient buildings.

SOW 2.4 PLANNING AND ZONING



SOW 2.4 Planning and Zoning

SOW 2.4.1 General Requirements Overview

Team Collaborative is eager to provide planning and zoning services under the direction of the City of Dunwoody's Community Development Director. Our passion for building strong communities attracts us to the City of Dunwoody and we applaud the City's business-driven approach to municipal management and customer satisfaction. A city is a safer and more attractive place when plans are developed with widespread public participation, budgets are stronger, and investments are made in infrastructure and public facilities.

Like all cities, Dunwoody has its share of challenges. Largely built out, how should the City continue to encourage and guide new growth? What can be done to further enhance the quality of life in Dunwoody? What additional steps should be taken to create new places, while improving existing places where residents can recreate, enjoy culture, and gather as a community? And what more can be done to engage the preferences of residents, organizations, and businesses in this planning and decision-making process?



Team Collaborative provides both well-honed guidance to our on-site staff and highly relevant experience for City leaders to draw upon. Under the direction of the Community Development Director, our planning and zoning staff members work with other City staff to further engage and seek guidance from the public. Upon this foundation of open and reasoned consideration of possibilities, we support the Director in recommending policies, plans, programs, and projects that reflect broad public support—support that translates into a higher likelihood of action. Our active public engagement approach to community development is a foundational element in each of our community development assignments—projects that have enabled communities to openly and intelligently inform and guide their growth.



Team staff supporting City of Sandy Springs Public Engagement Meetings

We bring to Dunwoody an understanding that successful cities are first and foremost successful communities. They are made up of individuals and families who enjoy a sense of affiliation with their neighbors and include businesses and organizations that embrace their common interests. The dividend of this accord translates into an increased likelihood for broad-based support for efforts aimed at promoting the health of the larger community.



“The Collaborative provides thoughtful expertise and creative thinking as they assist the City in our community development and communications programs, working with us from the development of our city center to media relations.”

*Eva Galambos, Former Mayor
City of Sandy Springs, GA*

The Collaborative commits to fulfilling the planning and zoning services sought by the City of Dunwoody. We bring decades of experience supporting local governments for hundreds of municipal government initiatives around the country. Our Team’s experience includes serving as master planning and community development consultants to communities comparable to Dunwoody, such as the Sandy Springs, GA and Lexington, MA, where we helped City leaders promote growth that reflected broad support from the public, community organizations and

business community. Our experience includes leading comprehensive planning projects and formulating master plans for downtowns, specific areas and sites, and shaping village-scale mixed-use development that result in welcoming, walkable places. We bring highly relevant experience developing zoning and design guidelines, creating economic development plans, and preparing transportation plans. We draw upon all this experience to support the work of Dunwoody’s Community Development Director, City Manager, citizens of Dunwoody, Boards and Commissions, representatives of the development community, Dunwoody officials, and business community.

Many of the activities described below follow a standard procedure that defines how they should be executed. If the City does not have in place Standard Operating Procedures (SOP), Team Collaborative prepares a SOP for each work task. This ensures staff will operate in a consistent manner and that all required aspects of the work are accomplished.

SOW 2.4.1.1 – 2.4.1.4

Team Collaborative provides a full-time, on-site contract project manager to serve as Team Collaborative’s primary contact available to the City for all contract matters and is available in person or by mobile device 24/7 for all contract matters. The project manager fulfills the dual role of Planning and Zoning Manager and Deputy Community Development Director. As Planning and Zoning Manager, this individual supervises the Planning and Zoning Staff. As Deputy Community Development Director, this individual assists the Community Development Director in providing day-to-day operational supervision for the entire department, including helping to oversee Permitting and Inspections staff and activities. Additionally, with City approval, this individual is available to serve as Acting Community Development Director during periods of leave or vacancies, thereby providing Dunwoody City leadership with a second layer of managerial coverage. Supporting our on-site contract lead, senior Team Collaborative corporate representative Angela Parker is available 24/7 to speak with the City of Dunwoody’s leadership.

2.4.1.5 Capital Improvement Plans (CIPs)

Under the direction of the Community Development Director, on-site staff members develop and maintain capital improvement plans for Dunwoody’s Planning and Zoning service areas. As requested by the Director, we support the CIP process as needed, supporting the more complex



projects by drawing on the firm's planning, design, and engineering personnel. We stand ready to draw from our team's bench of significant experience in both the development and implementation of capital improvement programs.

2.4.1.6 Engineering Support

A Team Collaborative professional engineer provides technical support services to Planning and Zoning staff as well as to the City for engineering, design and maintenance oversight. We employ engineers that have broad based experience in design, construction and project management as well as on the local government side focusing on plan review and construction compliance.

2.4.1.7 Contractor and Consultant Supervision

Under the leadership of Dunwoody's Community Development Director, Team Collaborative oversees contractors and consultants engaged by the City for special planning and zoning initiatives. Here again, our Team's experience in Sandy Springs provides a comparable example. In Sandy Springs, the City engaged an outside consultant to develop a master plan for the new city center. The Collaborative's on-site staff supported City leadership to ensure the consultant



Collaborative CEO, Joe Brevard,
facilitating Next Ten Plan Visioning

fulfilled the City's goals for the project. Additionally, our staff members helped the consultant craft and implement public engagement activities in support of the plan's development, including providing members of our on-site staff to serve as small group facilitators during the public meetings. Additionally, Sandy Springs directly issued task orders to the Collaborative to provide special community development consulting services, e.g., leading the landscape design of several gateways into the City and leading the visioning phase of the City's recent "Next Ten Plan."

2.4.1.8 Verify and Update Information

The process of gathering, generating, and synthesizing information for use by the Community Development Director and City Manager is a core activity of every effective planning and zoning operation. With accurate data in-hand, Dunwoody's planning personnel are able to confidently describe current conditions and unfolding trends, and then recommend options for action that Dunwoody leaders and the public can trust when making decisions. Experience has taught us that technical rigor limits risk. The table below illustrates several ways to limit risk associated with technical planning and zoning information.

Approval of Municipal Contract for Community Development



Potential P&Z Risk	Mitigation Approach
Misunderstood requirements and technical errors	<ul style="list-style-type: none"> • Zoning Manager communicates with Community Development Director to review task requirements and expectations • In turn, the managers and leads regularly ensure requirements are understood • Accuracy of information is ensured by training staff to rigorously draft documents for Zoning Manager review prior to dissemination
Insufficiently trained workforce	<ul style="list-style-type: none"> • Staff are selected who meet a position's education, training, and experience requirements • Reference checks with 3 prior employers confirm applicant capabilities
Staff skills go stale	<ul style="list-style-type: none"> • Annual performance appraisals include review of current capabilities and new skills required by changing needs of the City • Annual training refreshes and augments capabilities • All planners to be given goal of becoming AICP-certified
Slow, sloppy products	<ul style="list-style-type: none"> • Staff performance metrics emphasize clarity, accuracy, and timeliness • Additional training is provided if issues are identified
Lack resources to fill vacancies	<ul style="list-style-type: none"> • Vacancies filled through hiring process, with short-term coverage coming from in-house local staff, prequalified "On-Call" former employees, or engaging firm's on-demand vendors

2.4.1.9 Meetings

Team Collaborative staff members work as City ambassadors under the direction of the Community Development Director. This includes supporting a wide range of meetings including, but not limited to: City Council, the Planning Commission, Community Council, and the Zoning Board of Appeals. Toward this end, Collaborative corporate staff provide customer service training for all new staff and refresher customer service training for all staff as appropriate.

2.4.1.10 Achieve and Report on High Performance

Many factors drive performance: technical skills, real-world experience, continuous training, and clear and high bar expectations. As discussed in the general requirements, if agreeable to the Community Development Director, Team Collaborative's corporate representatives will work with the Community Development Director to develop Employee Performance Plans for each planning and zoning employee. We link City performance expectations to these individual plans. Annual training goals are clearly identified. Individual employee fulfillment of the work plans—reflecting the Community Development Director's evaluations—become the basis for employee salary increases and performance bonuses.

Setting and evaluating performance against clear metrics is vital to ensuring on-site staff fulfill the service and product outcomes sought by the City. Under the direction of the Community Development Director, the Collaborative tracks and reports key performance metrics for the Planning and Zoning service area. To promote transparency in our performance, we report our performance metrics. At the outset of the contract, and annually going forward, we will meet with the Community Development Director to identify and refine these key metrics.



We present the metrics in the table below as examples.

Example Performance Metrics

Activity	Representative Metrics
Planning and Zoning	<ul style="list-style-type: none"> Monthly totals for numbers of plans reviewed, zoning applications processed, Board of Appeals requests for variances, etc. Applications, reviews, permits and appeals processed and given to CD Deputy Director for QC within 1-day of milestone requiring less than 5% rework (internal metric) Clearly written products related service area activities that meet all deadlines High expressed customer satisfaction with planning products & presentations Number of meetings per month, approximate attendance figures, and feedback from participants Public meetings to conform to Open Meetings Act 100% of time Notice of public meetings published on website 7 days from mtg 100% of time

It is important to note that the above performance metrics are limited statistical measurements of performance. With respect to planning and zoning, an example of another performance measure can be seen when a developer's site plan is modified to incorporate placemaking features such as situating retail around plazas and other gathering areas.

2.4.1.11 Nimble and Flexible Workforce

It is common for on-site staff to perform tasks outside of their day-to-day job requirements. As a Team committed to collaboration, we train staff to work as a *nimble and flexible* collaborative team to serve the City of Dunwoody. Our training plan includes a focus on cross-training personnel to support requirements outside their basic skill set. For example, we train planning staff in basic meeting facilitation so that they can support major public meetings and facilitate small breakout groups.

Additionally, our staff welcomes the opportunity to share their expertise and are accustomed to regularly assisting other disciplines with the execution of projects and programs. Our culture of collaboration drives our interaction with others as our staff are trained and incentivized to look for opportunities to support other City Departments.

2.4.2 Planning and Zoning Services

2.4.2.1 Provision of Appropriate Staff

Team Collaborative's staffing approach is to assemble an exceptional team of professionals who bring the knowledge and experience needed to meet the demands of the Community Development Department. We seek to recruit those incumbent professionals recommended by Dunwoody's Community Development Director. To support short-term assignments, meet workload surges, or cover vacations or absences, we augment staff with appropriate



Collaborative and NOVA Atlanta-area and corporate personnel. Our organization chart, found in the staffing qualifications section, identifies proposed personnel to fulfill this assignment.

2.4.2.2 Update and Disseminate Land Use Policies and Procedures

While they might not always agree with the particulars of a regulation, developers and builders universally agree they would rather be certain of the parameters of what they can do—or cannot do—in order to plan and budget accordingly. Towards this end, Planning and Zoning personnel support the Community Development Director in regularly publishing information that clearly explains Dunwoody’s planning and zoning policies and procedures. Staff coordinate with the City’s Communications personnel who disseminate



A “Developer Thursday” meeting

newsletters, e-mail, and publish information on the City’s website. Another related mechanism that has worked in other areas is to organize face-to-face meetings with developers and builders, especially in support of larger, more complex projects. For example, in support of the City of Sandy Springs, each Thursday we hosted “Developer Thursdays.” We publicized to the building and development community that every Thursday would be set aside to discuss these more complex projects, e.g., commercial developments and mixed-use projects. What’s more, we let it be known that we would bring to the meetings representatives from across the Community Development and other appropriate City departments who might ultimately be involved in reviewing proposals when their permit applications were submitted. For example, it became common for representatives of Public Works, Fire and other groups within the City to attend. The meetings presented opportunities for floating ideas and asking “what if?” questions. Soon it became clear that these meetings were highly valuable to builders and developers and became a popular, regular City service. Developers found their participation saved them significant amounts of time and money: instead of preparing and submitting expensive design and construction drawings and then have them returned with extensive issues identified, they had increased confidence that their submittals largely reflected the various pertinent regulations and guidelines the City is responsible for overseeing.

2.4.2.3 Public Awareness of Land Development Activities

Similar to our response to 2.4.2.2, planning and zoning staff coordinate with the City’s Communications personnel who disseminate newsletters, e-mails, and publish information on the City’s website that pertain to a range of land development activities. These include such activities as requests for zoning variances, land development activities occurring in stream buffers, applications for National Pollutant Discharge Elimination System (NPDES) permits, and the like. Additionally, team personnel support the Community Development Director in organizing public meetings in support of major zoning changes or planning initiatives.

2.4.2.4 Manage Land Use and Zoning Maps

Planning and zoning staff maintain and update land use and zoning maps. Recognizing the importance of this information and its use by property owners, City officials, other government



agencies, development community, and the public, staff will ensure these documents are accurate and reflect the most recent actions.

2.4.2.5 Keep Current Planning, Zoning and Land Use Activity Schedules

Members of the planning and zoning staff develop and maintain a calendar for scheduling meetings and publishing meeting dates in conformance with City expectations and local and state law. Personnel publish a schedule and milestones for processing zoning applications, zoning variances, and related land development activities.

2.4.2.6 Inform City Officials

Planning and zoning staff support the Community Development Director in keeping Dunwoody's leadership abreast of planning and zoning matters. At his direction, we attend public meetings and work sessions, regularly provide updates on supporting materials, and prepare meeting notes for distribution.

2.4.2.7 Establish, Revise and Verify Certificates of Use

As directed by the Community Development Director, planning and zoning staff review, revise, develop and carry out procedures for issuing certificates of use. For example, Planning and Zoning staff work with Permitting and Inspections field staff to verify that businesses are indeed conducting their operation in accordance with their permitted use. This information is then conveyed to the City's Finance and Administration Department.

2.4.2.8 Update City's Zoning Code

As cities evolve, so too must the regulations governing land use. Some changes are relatively minor modifications that planning and zoning staff can process under the guidance of the Community Development Director. Larger changes can come out of major planning efforts and may require engaging additional outside vendors. In some instances, the City may wish to engage either local Collaborative staff or resources from our corporate headquarters. For example, in Sandy Springs, the Collaborative was asked to develop the City's first Economic Development Plan. It identified priorities, such as the redevelopment of aging rental housing, that subsequently guided a number of land use and zoning changes.

In another example, shortly after the publication of the Economic Development Plan, a developer submitted a plan for the mixed-use redevelopment of two aging apartment complexes, which was an identified goal of the Plan. However, the developer's original layout had a number of shortcomings. Specifically, it did not reflect the City's emerging focus on promoting more village-scale development. The original concept plan included a commercial strip center organized around a large surface parking lot. Missing were outdoor areas where residents, shoppers, and members of the larger community could gather. Also, a row of seven-story buildings immediately abutted a neighborhood of single-family homes. In response, the Collaborative's corporate staff prepared



Photo of completed Chastain Village mixed-use project



development guidelines that limited building heights along residential edges. In addition, the guidelines clustered small retail shopping and restaurants around a central plaza to serve both residents of the new development and surrounding community. Internal circulation extended a street grid of two-lane streets, sidewalks, and included on-street parking. As a result, adoption of these guidelines enabled the developer to sail through a six-month review process, after which the City approved the \$100 million project that incorporates several of the guidelines proposed by the Collaborative.

2.4.2.9 Provide Part-Time or On-Demand Arborist

Team Collaborative makes available a pool of three certified arborists from our staff. Our lead arborist, Jesse Milton, has been working for the Collaborative in the Metro Atlanta area for nearly a decade. Jesse is an ISA Board Certified Master Arborist and a Georgia Soil and Water Conservation Commission Level 1B Inspector.

2.4.2.10 Develop Request for Proposals

As we have done in support of other clients, when directed by the City of Dunwoody's Community Development Director, Team Collaborative Planning and Zoning staff stand ready to support the Community Development Director and City's Purchasing Department in the preparation of procurements, such as requests for proposals.

2.4.2.11 Support All Boards, Committees, and Advisory Groups Established by Council

As is customary on our municipal support contracts, Team Collaborative's on-site staff members support meetings of the various Boards and Commissions. Support may include scheduling of meetings, preparation of meeting support materials, presentation of staff recommendations, and preparation of meeting summaries.

"Thank you for the fine work you did to help bring the community together through your visioning work to kick off the Next Ten Plan. Your lively public engagement techniques helped spark discussions and new thinking about challenges and opportunities facing our city."

Carolyn Axt, Resident

2.4.2.12 Improve Operations of Boards, Committees, and Advisory Groups

Each of Team Collaborative's individualized Employee Performance Plans includes goals for identifying and recommending service and product enhancements. This holds true for the support that planning and zoning staff provide to City of Dunwoody boards, committees and advisory groups. For example, when we took over the Sandy Springs Community Development contract, the Board of Appeals meetings were extremely long, with the Board action on most cases being deferred at least once. Staff and members of the Collaborative's corporate management team identified this as an opportunity for improving the way Zoning Board of Appeals meetings were conducted, and ultimately, completely reworked the meeting format. In the new format, staff first walks through the elements of each case, explaining what triggered the need for a variance. Additionally, staff members were permitted to provide "points of information" during proceedings to correct erroneous information that sometimes entered into the discussions. The Chair and the entire Board individually spoke in



favor of the format changes and congratulated staff for bringing greater clarity to the process and for shortening the meeting time by half. It was also found, due to the new format, there was a significant reduction in instances when the ZBA deferred action to a subsequent meeting.

2.4.2.13 Identify and Perform Other Planning and Zoning Responsibilities

Our staff welcomes the opportunity to take on new projects and challenges. Understanding that the responsibilities and needs are subject to change, we strive to excel at each and every task. (Please see 2.4.1.11 Nimble and flexible workforce)

2.4.2.14 Provide Streamlined Plan Review Process

Team Collaborative supports the Community Development Department's process for providing prompt reviews of plans that are submitted. This includes completing first reviews within seven calendar days after submission of plats, land disturbance, buildings, architectural, engineering, fire, signs, and any other plan review. If second and third submissions are necessary, the reviews are completed within five and three calendar days, respectively. These turnaround times are commitments that the development community depends upon; we embrace the importance of meeting them.

SOW 2.6 PERMITTING AND INSPECTIONS



SOW 2.6 Permitting and Inspections

SOW 2.6.1 General Requirements Overview

Dunwoody's City leadership wants living and working in the city to be straightforward and affordable. They also want residents and businesses to safely and properly develop and manage land, build structures, and operate businesses.

A sizeable amount of this important work falls on the shoulders of those who provide permitting and inspection services within the City's Community Development Department. The following themes characterize the approach to permitting and inspections that Team Collaborative brings to the City of Dunwoody:

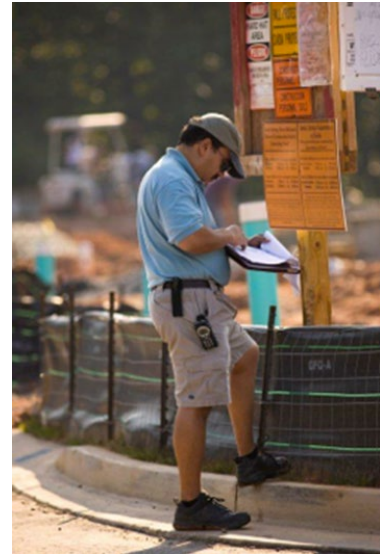
- Build Mutual Understanding
- Engage Early
- Ensure Complete Applications

A special blend of skills is required to effectively provide permitting and inspection services. The reason is that so much is on the line. Those coming to Dunwoody seeking a permit or inspection might be a homeowner looking to add a room or porch. Or it could be a commercial developer seeking to erect a multi-story mixed-use development. In either case—and there are plenty in between—for that project proponent, their project is enormously important. Some may see it as life-changing, e.g., as those who hope to build the home of their dreams. For the commercial developer, undoubtedly millions of dollars are on the line.

In all cases, the City wants to serve the public. It wants to say yes, if the proposal is consistent with the City's standards. It wants to be timely. It wants the many positive community and economic benefits that come with development.

It's here where the possession of a special blend of skills comes in. Staff in this division receive regular training to ensure they understand that their jobs are to make the development process work. At the same time each staff person understands that they have a responsibility to ensure that what is being proposed and built serves the project proponent, their neighbors, and the entire community in the short-term and for generations to come. A Team Collaborative goal is to have a core of ICC-trained technical professionals within this division who understand that their job is to ensure the health and safety of future users. Likewise, what is constructed must be done in accordance with standards for protecting the environment.

Dunwoody can find evidence of the effectiveness of this approach next door in Sandy Springs. Staff changes and process improvements initiated by the Collaborative and its teammate NOVA contributed to making the Permitting and Inspections Division a model operation in the Metro





Atlanta region. Today permits are processed in a timely manner. Customers are treated with respect and receive clear communications throughout the process. And everything that is built meets all ICC codes and other relevant regulations.

Build Mutual Understanding

In support of Dunwoody, Team Collaborative brings this same commitment to service excellence. We commit to find ways to improve communication and build understanding between our on-site City staff and applicants seeking a permit to develop land, erect or alter a structure, or operate a business. Building mutual understanding of development permitting and the construction and inspection processes results in a predictable, efficient, and affordable permit review process. As noted in 2.4.2.2, developers and builders universally feel a need to be certain of the parameters of what they may do—or cannot do—in order to plan and budget accordingly.

Towards this end, Permitting and Inspection personnel support the Community Development Director by regularly publishing information that clearly explains Dunwoody's permitting and inspection policies and procedures. This includes both disseminating information at the City's permit intake counter and publishing information on the City's website. Operation of the permit counter provides the first opportunity to meet with homeowners, builders, and their representatives. Permit counter staff are trained to respectfully interact with the public and, as necessary, call up to the counter a member of the on-site technical staff, such as the Building Official or plan review engineer, to provide an applicant additional information or clarification.

Early Engagement

Early engagement provides on-site reviewers at the permit counter with the opportunity to review and discuss the permit process face-to-face with applicants, discuss requirements that would influence project design, and identify potential approaches for having their applications approved. The process can be clarified, and timeframes decreased, by effective early engagement.

Early engagement may take several forms. On-site staff members routinely answer questions at the counter and over the telephone. Many of these are from prospective applicants contemplating some form of development and are interested in permit requirements. For relatively minor projects, this type of counter or telephone assistance is often sufficient, as long as those answering questions are well versed in a wide range of topics and requirements. If agreeable to Dunwoody's Community Development Director (and if the City is not already doing it), we assign appropriate technical staff to support the counter to provide this support. In Sandy Springs, we assigned a "Planner-of-the Day" to answer questions at the front counter and rotated this responsibility among staff, yielding helpful cross-training benefits.

"At today's Bisnow's State of the Perimeter event attend by 275+ members of Atlanta's officer brokerage community, I heard 3 different speakers talk about the **professionalism and ease of the permit process** in Sandy Springs. I personally **hear this all the time** when talking one-on-one with brokers and tenants.

*Andrea Worthy
Sandy Springs Economic Development*



For more complex permit applications, including new home construction or additions, we often propose that the applicant join staff for pre-application meetings to clarify requirements and detail the process, including timelines. To facilitate the applicant's interactions with the City, one staff member is assigned to serve as the primary point of contact to coordinate interactions with other City staff. That staff member may provide the applicant with the contact information of others in the City to consult if they have additional specific questions.

As noted in our planning and zoning response to 2.4.2.2, we found in Sandy Springs that it was beneficial to schedule one day each week to meet with developers of more complex multi-unit and large commercial projects. To these, we invited City staff from appropriate technical areas. As a rule, these comprehensive discussions streamlined the development process and saved the development community time and money.

Ensure Complete Applications

Checklists found on the City website and at the permit counter are vital tools for conveying what constitutes a complete application at the time of intake. The checklist indicates what must be submitted for a given application type, such as a residential building permit, a proposed subdivision, or a commercial site plan or design review. A good intake checklist identifies the information that staff members need for conclusive review. The specific items vary based on the type of permit. At submission, a staff member familiar with the particular type of application verifies whether each required item is present. When all items are identified, the application can be accepted as complete and routed for staff review. If items are missing, these are highlighted on the checklist, explained, and the application is not accepted. Instead, the application is returned to the applicant so that they can provide the missing items. At Sandy Springs, the Collaborative developed over a dozen checklists that residents, builders and development community felt clarified and streamlined the permitting process.

"I want to let you know that as a homeowner, German at the Permit Counter was extremely helpful, respectful, and knowledgeable about the process and excellent walking me through things for the first time. He helped me with additional information about tree permits. The entire team was an absolute pleasure and were all so positive and friendly. It seemed like an excellent work atmosphere."

*Robert Mahar
Homeowner*

In Dunwoody, when complete applications are received, permit staff members collect applicable permits and review fees, enter appropriate technical and schedule information into the City's finance and project tracking software, and distribute hardcopy or electronic plans to City reviewers for processing.

As with Planning and Zoning, many of the activities described below follow a standard procedure that defines how they should be executed. If the City does not have in place Standard Operating Procedures (SOP), the Collaborative Team prepares a SOP for each work task. This ensures staff operates in a consistent manner and that all required aspects of the work are accomplished.



2.6.1.1 – 2.6.1.3 Authority and Communications

Team Collaborative provides permitting and inspection services to the City of Dunwoody under the direction of the City Manager, Community Development Director, or designee. Our on-site project manager, who serves as the Deputy Community Development Director, meets with the Community Development Director regularly to ensure that all contractual requirements are performed effectively and efficiently. The project manager serves as our primary contact available to the City for all contract matters. In the event Team Collaborative is not selected as Dunwoody's choice to support both service areas that together support Community Development, our team's Building Official serves as Team Collaborative's on-site lead. In either instance, the on-site project manager provides a single point of contact for the Community Development Director. This includes providing a direct channel to Team Collaborative's corporate leadership and to provide "reach back" capabilities when additional technical support is requested by the City. In fulfilling this role, the project manager is available in person or by mobile device 24/7. Once again, as noted previously, Team Collaborative provides Dunwoody City leadership with a second layer of managerial coverage. Supporting our on-site contract lead, senior Team Collaborative corporate representative Angela Parker, available 24/7, is a phone call away and extremely accessible to City of Dunwoody's leadership.

2.6.1.4 Value and Role of Information

The process of gathering, generating, and synthesizing information for use by plan reviewers, land and building inspectors, and code enforcement officials is a core activity of this operation. With accurate data in hand, personnel are able to confidently assess submitted plans, construction sites, and conditions in the field. Experience has taught us that technical rigor mitigates risk. Several ways we limit risk associated with technical information are illustrated in the risk mitigation table found under 2.4.1.8. Technical rigor comes from assigning well-trained and experienced personnel, supported by clear processes and annual training programs.

Under the direction of the Community Development Director, Team Collaborative tracks and reports key performance metrics for this service area. To promote transparency, we report on our performance in accordance with key metrics. At the outset of the contract, and annually, we meet with the Community Development Director to identify these key metrics. Those shown in the following table are ones we propose for consideration germane to Permitting and Inspections.



Example Performance Metrics for Permitting, Inspections and Code Enforcement

Activity	Representative Metrics
Permitting, Inspections and Code Compliance	<ul style="list-style-type: none"> • Monthly statistics, e.g., numbers of permits issued, plans reviewed, inspections performed, occupancy certificates issued, land development plans reviewed • Monthly code compliance statistics, e.g., cases, ROW sign removals, property maintenance violations, zoning violations, potential code violations, multi-family dwelling code enforcement sweeps, code violations assigned per code officer, code violations adjudicated, cases resolved through voluntary compliance, business days required for case resolution through voluntary compliance, cases resolved through forced compliance, and business days required for case resolution through forced compliance • Applications, reviews, and violations processed and given to Supervisor for QC within 1-day of milestone requiring less than 5% rework (internal metric) • Inspections within 24 hours of request • Inspection requests entered into on-line schedule same day as receipt 100% of time • Results of inspection entered into tracking system within 24 hours of completion • Review, permit, and application milestones met 95% of time • Permitting services, development review, and enforcement to conform 100% to all applicable building, zoning, development, and environmental codes and ordinances • Highly expressed customer satisfaction with products and staff service

2.6.1.5 Develop, Implement, and Annually Update a Code Compliance Plan

The actions of Dunwoody's Code Compliance staff members are an excellent way for Dunwoody leaders to repeatedly send a clear message to residents and businesses: *you live and work in a community that cares*. At the outset of the contract, and annually thereafter, Team Collaborative works with the City Manager and Community Development Director to create a Code Enforcement Plan that includes goals, objectives, and metrics linked to performance for implementation over the coming year.

2.6.1.6 Remedy Right-of-Way Violations and Enforce Codes

Hand-in-hand with Dunwoody's Public Works staff, on-site staff work to remedy right-of-way violations. Violations typically come from a member of the public who files a complaint, staff supporting the Public Works Department, or Code Compliance Officers who observe a possible right-of-way violation as they circulate around the City.

Where violations are found, education is the key. Code Compliance staff members first make the violating property owner aware of the issue. In fact, the key to Code Compliance overall is to focus on education and voluntary compliance whenever possible. In those instances when education fails, staff members draw upon the information they have rigorously gathered to issue



a citation. In instances when multiple citations are issued, staff members are trained to issue citations in the proper sequence prior to commencing any prosecution process.

2.6.1.7 Planning and Zoning Coordination

Close coordination—between staff supporting Building and Inspections, and Planning and Zoning—is essential. Enforcement of the zoning ordinances occurs, in part, during building construction. When necessary, Planning and Zoning personnel are brought in to meet with property owners to discuss ways to bring their properties into compliance. For example, code enforcement personnel seek guidance from Planning and Zoning staff regarding the City's sign ordinance to ensure they are interpreting the code correctly before taking enforcement steps.

2.6.1.8 Enforce Housing Code Standards

Team Collaborative's Building Official reviews and approves all submitted building plans to ensure compliance with all adopted housing codes, which include the International Building Code and the Property Maintenance Code. Building Inspectors provide field inspections of construction sites to ensure compliance with the approved plans, as well as applicable standards and codes. The Building Official backs up the building inspectors in the field in instances of surge requests.



2.6.1.9 Special Events

Staff review and issue permits for applications to conduct special events in accordance with all appropriate codes and then process billing in accordance with Finance Department procedures.

2.6.1.10 Taxi and Limousine Licensing

Team Collaborative staff maintains a system of standards for taxi and limousine licensing and compliance for review and improvement annually. The team also ensures that each operator does so in compliance with the City's requirements.

2.6.1.11 Provide Advice Related to Permits and Inspections

As noted, public awareness is essential to the permitting and inspection process. Under the direction of the Community Development Director, Team Collaborative staff members work with the City's Communications staff to disseminate information that increases awareness of the permitting and inspection process. For example, in support of Fulton County, Collaborative staff organized several workshops with the development community focused on erosion control development requirements associated with single family home construction. At these workshops, hosted in concert with NOVA, the County's building permit review and building inspection contractor offered the opportunity to go over the rationale behind the regulations and clarify why the requirements were important. Once the development community understood that the requirements were associated with the County's wastewater discharge permit and the resultant implications of the possible loss of the County's ability to issue permits, they embarked on an education effort amongst the homebuilder's association membership. In turn, compliance with the erosion control regulations was dramatically increased.



2.6.1.12 Track, Maintain, and Report in a Timely Manner on Key Performance Indicators

As we did in Sandy Springs, Team Collaborative staff track all activity associated with permitting and code enforcement activities and subsequently, prepare monthly performance reports. Electronic records are kept by function. Where necessary, additional reports are prepared, e.g., monthly reports to the Georgia Soil and Water Conservation Commission.

2.6.1.13 Nimble and Flexible Workforce

It is common for on-site staff to perform tasks outside of their day-to-day job requirements. As the Collaborative name suggests, we train staff to work as a *nimble and flexible team* to serve the City of Dunwoody. For example, wherever possible, we cross-train staff. In Sandy Springs, one of the plan reviewers cross-trained to pass her building inspector certification exams. This added depth and flexibility when building inspectors were out on leave or sick.

2.6.2 Building Permitting and Inspection

2.6.2.1.-2 Establish Staff and Implement and Annually Review and Improve Permitting and Inspections Process

Team Collaborative works with the Community Development Director to establish, and revise as necessary, a staff plan to support Dunwoody's Permitting and Inspection activities. We seek to recruit those incumbent professionals recommended by Dunwoody's Community Development Director. We fill open positions with members of our current Metro Atlanta workforce. We augment staff with part-time Collaborative and NOVA personnel to support short-term assignments, meet workload surges, or cover vacations or absences, and we recruit new employees as appropriate. Our organization chart, found in the staffing qualifications section, identifies proposed personnel to fulfill this assignment.

We regularly review Dunwoody's permitting and inspections process to identify and propose appropriate improvements. We identify, evaluate, and implement innovations by drawing from the multi-disciplinary perspectives of both our on-site and corporate staffs. On a day-to-day basis, we encourage and train staff to remain vigilant in identifying opportunities for improvement. We highlight the importance of innovations and improvements in annual employee performance reviews and reward our on-site staff who bring forward innovations that improve services and operations. As we described in our Management Plan, every six months, we draw upon our Innovation Development Team (IDT) to explore innovative services, tools, and products to improve the performance of permitting and inspection services.

2.6.2.3 Maintain Local Issuing Authority (LIA) Status and Include Fee Schedule

Team Collaborative staff assigned to Dunwoody provide the necessary credentials from the Georgia Soil and Water Conservation Commission (GSWCC) certification programs for developing and reviewing plans and conducting field inspections. The performance of these individuals will allow the City to maintain its status as a Local Issuing Authority as part of the permitting and inspection process. Periodically, we compare fee structures to those of other jurisdictions in Metro Atlanta and to the City's cost of providing the services in order to make recommendations to maintain the City's competitive position.



2.6.2.4 Perform Building Inspections

Only ICC-certified building inspectors perform building inspections in compliance with the International Building Code and the Property Maintenance Code. We prefer to use “combo” building inspectors who are certified in multiple disciplines.

2.6.2.5 Conduct Soil Erosion and Sedimentation Control Inspections

Certified Level 1B erosion and sediment control inspectors field-inspect construction sites to ensure that Erosion and Sediment Control Ordinance and erosion control best management practices are being carried out. Inspectors also inspect sites to ensure that related land disturbance and erosion control requirements are being enforced, e.g., conditions set by Dunwoody’s Zoning Board of Appeals, the GSWCC and NPDES regulations.

“I am writing this letter to express my heartiest compliments to you for delivering exceptional customer service to me when I visited the City of Sandy Springs for permitting. The permit staff is extremely professional. They listened to me patiently and answered each and every query of mine in a very polite way. I always leave there smiling. Keep up the good work!

*Nichelle Bell
Macallan Construction*

2.6.2.6 Sign Standards

City code compliance and planning staff work together to ensure that Dunwoody businesses and property owners take the necessary steps to conform to the City’s sign ordinance. Actions include issuing permits for permanent and temporary signs, fee collections, and code enforcement to bring signs into conformance. For example, in Sandy Springs, code compliance staff worked with the Public Works field staff to remove signs in the right-of-way, resulting in the removal of nearly 950 illegal signs in 2018 alone.

2.6.2.7 - 9 Collect Permit Fees, Issue Permits, and Collect and Publish Data on Web

If agreeable to the Community Development Director, our plan assigns two administrative staff members to support the permitting process from intake to issuance of permits or Certificates of Occupancy (CO). Both would administer permit applications, serving as “traffic cops” directing the movement of permit applications through their respective paths of review. Additionally, one would place more emphasis on administering building projects that require COs. This individual also serves as a Development Coordinator, providing related support to the Planning and Zoning group, e.g., publicizing meetings and recording meeting notes. The other staff person, whom we identify as a “permit technician,” focuses more on the land development permit process and supporting building inspections. Both individuals collect fees and enter data into the City’s permit tracking software system.

Team Collaborative commits to evaluating the entire permitting process, from intake to issuing of permits. For example, Collaborative corporate management saw an opportunity to improve the permit technician intake process and recommended restructuring the Permit Technician position so that technicians worked as equals instead of having a lead and two subordinates. Observation over time had indicated that the latter resulted in low morale because subordinates felt they were doing equal amounts of work as the lead. Following that simple adjustment,



operations and morale improved significantly. The three technicians promptly began operating the front counter with pleasure and enthusiasm. Technicians offered to help one another when a coworker became too busy. And those customers who came to the permit counter appreciated the more positive attention they are receiving.

2.6.2.10 Incorporate Energy Efficient and LEED standards

Team Collaborative brings to Dunwoody broad corporate know-how drawn from our team of LEED-certified professional staff who work with our Team's Building Official to enhance the permitting process and encourage further incorporation of energy efficient and sustainable LEED standards.

2.6.2.11 Nimble and Flexible Workforce

As previously noted, it is common for on-site staff to perform tasks outside of their day-to-day job requirements. As noted elsewhere, Team Collaborative's general management approach is to cross-train personnel to support requirements outside their basic skill set. For example, if the current Code Compliance Officers are not already certified, we cross-train them to be Level 1B-certified to support the City's soil erosion ordinance. If agreeable to the Community Development Director, we also would work to cross-train these officers to become certified in either residential or commercial building inspections in order to support the two building inspectors when necessary.

2.6.2.12 Building Official

Team Collaborative's full-time Building Official wears two hats: he serves as the City's Building Plan Reviewer and oversees the day-to-day activities of staff. He receives managerial assistance from our Planning and Zoning Manager/Deputy Community Development Director, who prepares staff performance plans and identifies opportunities to promote cross-departmental process improvements.

2.6.3 Code Compliance

The actions of Dunwoody's Code Enforcement staff members present an excellent way for Dunwoody leaders to repeatedly send a clear message to residents and businesses: *you live and work in a community that cares*. At the outset of the contract, and annually thereafter, the Collaborative will work with the City Manager and Community Development Director to create a Code Enforcement Plan that includes goals, objectives, and metrics linked to performance for implementation over the coming year.

Team Collaborative brings to Dunwoody an approach to code compliance that emphasizes the power of education and the encouragement of voluntary compliance. Our experience indicates that the majority of residents and businesses, when given information and a reasonable amount of time in which to take action, will voluntarily comply with property maintenance codes. Historically, our firm's efforts to achieve voluntary compliance without the issuance of citations have achieved an extraordinary level of effectiveness. For example, in Sandy Springs, in one year, only 65 cases out of 1219 notices resulted in citations, an effectiveness rate of 95 percent.



However, when outreach and education efforts fail to bring a property into compliance, Team Collaborative's process is to train officers to follow clear protocols and gather solid information when writing up violations (including issuing citations in the right order) when prosecution is required. Among other things, this entails the observance of proper protocols when encountering property owner resistance and the exercise of impeccable professional judgment when the inevitable confrontational situations arise. While enforcement through the court process is always a last resort, we have a strong history of building solid cases, winning in court, and ultimately achieving compliance.

In supporting Dunwoody, we provide special customer service training to Code Enforcement Officers, as well as Building Inspectors and Permit Technicians. Because of their visibility and job responsibilities, these employees serve as ambassadors of the City who interact daily with the public at the front desk and out in the field. It is therefore essential they project a customer satisfaction work ethic that is courteous and positive at all times.



Collaborative COSS staff provided unified Code Compliance

We identify and propose code compliance innovations that result in service improvements that benefit the City and Dunwoody community. For example, in Sandy Springs, Team Collaborative installed mobile table docking stations and printers in vehicles so that officers could operate a more functional mobile office environment

2.6.3.1 Ensure the City meets Housing Codes

Enforcement of Dunwoody's housing codes involves a concerted effort by a range of City staff. The Building Official and building inspectors ensure new construction meets the International Building Code. Code Enforcement Officers typically take the lead on ensuring existing properties meet the International Maintenance Code. At the direction of the Community Development Director, both disciplines work together to continue the City's 'Sweep Inspections' program of large apartment complexes to ensure compliance with building and property maintenance codes. Additionally, we recommend that Code Compliance officers, in collaboration with the City's Fire Marshal's Office, actively educate property owners and managers to increase compliance with the new requirements.

"I want to let you know how helpful your officer was in solving a dispute with our neighbor. He listened to my complaints as well as my neighbor's, mediated our differences, and was very instrumental in helping us solve the lighting issue in question. I am delighted that Sandy Springs has such informed, personable AND caring folks working in the field. He is a TEN.

*Nancy Binkow
Sandy Springs Resident*

2.6.3.2 Review and Revise a Plan for Code Compliance Process

(Please see 2.6.1.5 Develop, implement, and annually update a Code Enforcement Plan)



The actions of Dunwoody's Code Compliance staff members are an excellent way for Dunwoody leaders to repeatedly send a clear message to residents and businesses: *you live and work in a community that cares*. At the outset of the contract, and annually thereafter, Team Collaborative works with the City Manager and Community Development Director to create a Code Enforcement Plan that includes goals, objectives, and metrics linked to performance for implementation over the coming year.

2.6.3.3 Prevent and remedy Right-of-Way violations. Enforce Codes

(Please refer to 2.6.1.6 Remedy Right-of-Way violations. Enforce Codes) Hand-in-hand with Dunwoody's Public Works staff, on-site staff work to remedy right-of-way violations. Violations typically come from a member of the public who files a complaint, staff supporting the Public Works Department, or Code Compliance Officers who observe a possible right-of-way violation as they circulate around the City.

Where violations are found, education is the key. Code Compliance staff members first make the violating property owner aware of the issue. In fact, the key to Code Compliance overall is to focus on education and voluntary compliance whenever possible. In those instances when education fails, staff members draw upon the information they have rigorously gathered to issue a citation. In instances when multiple citations are issued, staff members are trained to issue citations in the proper sequence prior to commencing any prosecution process.

2.6.3.4 Coordinate with Planning and Zoning Department

(Please see 2.6.1.7 Planning and Zoning Coordination)

Staff review and issue permits for applications to conduct special events in accordance with all appropriate codes and then process billing in accordance with Finance Department procedures.

2.6.3.5 Issue special events permits and collect fees

(Please see 2.6.1.9 Special events)

2.6.3.6 Identify and Perform Other Activities

(Please see 2.6.2.11 Nimble and flexible workforce). With the approval of the Community Development Director, we train and cross-train Code Enforcement staff to identify and perform other code compliance responsibilities. For example, in Sandy Springs, Team Collaborative oversaw a revision of Code Enforcement procedures that provided each officer with a designated area of responsibility within the City. This included sign enforcement, waste-hauler management, vacant structure enforcement, fleet management, and apartment and gas station sweeps.

To help provide Dunwoody with a more flexible and capable code enforcement team, we would seek to:

- Train all staff to increase skills and obtain more advanced certifications as Code Officer I and Property Maintenance Inspectors
- Cross-train staff so all officers possess GSWCC Soil and Erosion 1B certification in support of City's land development inspectors
- Expand outreach/public awareness efforts via meetings, literature, and City's website



2.6.3.7 Weekend Work

On-site personnel work in accordance with Dunwoody business hours. As needed, we sometimes stagger staff schedules to provide occasional night or weekend support. As we did in Sandy Springs, existing staff members cover for officers out on sick days or vacation. Back office personnel trained in code enforcement are assigned to cover for long-term absences, FMLA or vacancies.

2.6.3.8 – 2.6.3.9 Rapid Complaint Process

Team Collaborative promptly responds to complaints from the public, typically the same day, but within 24 hours of the time a complaint is received; other than weekends when staff members generally respond by noon the following Monday. If warranted, staff is available to address code issues evenings and weekends. If further investigation is warranted after responding in the field to an initial complaint, code compliance staff do so within no more than three days.

2.6.4 Fire Services

2.6.4.1 Provide fire life safety and accessibility plan reviews and inspections

Fire life safety and accessibility plan reviews and inspections for building and new construction are offered as an alternative to those services that are currently offered by the County Fire Marshal's Office.

During the construction or renovation process, fire inspections are required to ensure conformity to the approved plans and compliance to all applicable codes and ordinances. A fire inspector conducts an on-site inspection at least twice: at the 80 percent completion stage and then at the 100 percent completion of the project. Normally, inspections occur the day following the request. If a project fails an inspection, another time is scheduled to re-inspect. Once a project passes the final inspection and has met all other requirements, the property is eligible for a certificate of occupancy issued by the Community Development office. The inspections are not sequential with the building department.

The types of fire inspections include:

- **Site Inspections:** Periodically, an inspector visits the site to inspect for fire department access and fire hydrant access and location.
- **New construction:** Conducted when any type of construction has taken place in an existing building or a new building. Within this category there may be several types of inspections conducted.
- **80 percent:** Inspection of fire rated assemblies (where applicable), plenum spaces, fire-stopping, etc. before the ceiling is installed. A complete set of approved plans (including fire sprinkler and alarm plans) and specifications shall be maintained on the construction site at all times.
- **100 percent:** When all work is complete. This inspection must be scheduled upon completion of all building inspections conducted by Community Development. All appropriate paperwork must be presented to the inspector.

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- **Sprinkler system – 80 percent:** Inspection of piping, hangers and head spacing and valves before the ceiling is installed.
- **Sprinkler system – 100 percent:** Installation is complete, all acceptance tests have been conducted by the sprinkler contractor, above ground and underground materials test certificates (where applicable) have been provided to the inspector and the system monitoring is operational and tested.
- **Annual:** Conducted on existing buildings and individual tenant spaces within the City of Dunwoody. During this inspection any code violations that are noted will be communicated to a representative of the business via a written form that is left with the business.
- **Special / Courtesy / Complaint:** Conducted any time a suspected fire or life safety hazard is reported to the City of Dunwoody. These inspections include hazardous condition of an occupancy representing an immediate threat to life safety (i.e., assembly overcrowding, blocked exits, compromised fire protection and detection systems, etc.).
- **Fixed suppression systems, fire alarms and grease hoods:** These components are inspected to ensure compliance with applicable codes and standards. Certification letters and/test documentation on the following are required:
 - Sprinkler installation or alteration
 - Fire alarms
 - Commercial cooking hoods
 - Underground and above ground piping
 - Fixed fire suppression systems

The following plan reviews and times are noted below:

Interior Remodel – Minor:	3 working days
Interiors Remodel – Major:	5-7 working days
New Office or Multi Family:	7-10 working days
Fire Sprinklers:	5-7 working days
Fire Alarms:	5-7 working days
Kitchen Suppression:	5-7 working days

All plan reviews are performed in accordance with the Georgia State Minimum Fire Codes found in Chapter 120-3-3 as promulgated by O.C.G.A. Title 25, the Georgia Accessibility Code found in Chapter 120-3-20 as promulgated by O.C.G.A. 30. Electronic plan review services will be conducted in conjunction with those offered by the City of Dunwoody.

The plan review and inspections are done in concert with appropriate staff members supporting the Permitting and Inspections service area with an emphasis on consensus of code interpretations. Phased occupancy and Temporary Certificates of Occupancy will be jointly ruled upon.



2.6.4.2 Provide ICC certified staff necessary to provide fire plan reviews and inspections

Team Collaborative staff performing fire plan review and inspections possess the following relevant certifications:

- Executive Fire Officer
- Georgia State Fire Marshal / Inspector
- NPQ Firefighter II
- ICC Fire Inspector II
- ICC Fire Plans Examiner
- NPQ Arson Investigation Level II
- ICC Certified Building Official
- ICC Certified Fire Code Official
- NPQ Fire Instructor
- GEMA Certified Emergency Manager
- Certified Fire and Explosives Investigator

2.6.4.3 Provide fire plan reviews and inspections within a reasonable time

Fire Plan review and inspections times follow the time frames identified in 2.6.4.1. and consistent with key performance indicators established by the City.

2.6.5 Business License

2.6.5.1-3 Accurately Collect Funds and Support Process Auditing Process

Team Collaborative draws on its experience in Sandy Springs to support the City of Dunwoody business licensing process. Permit technicians are trained to bill and collect business occupation taxes and review the calculation of fees and charges. We put into place procedures to ensure no revenues are lost for any reason. We support the City 's auditing process by providing necessary reports and documentation.

2.6.5.4 Coordinate Collections

As needed, staff members work with other government agencies to ensure the full and timely collection of monies due the City.

2.6.5.5-6 Process and Collect Fee Applications

Staff process applications, calculate and collect fees, record fees, and issue related licenses and permits.

2.6.5.7 Provide Public Information

When the public has questions about the City's fee schedules, staff are trained to courteously and promptly answer questions. Technicians involve an appropriate senior staff member to respond to nonroutine questions.

2.6.5.8 Commercial Excise Taxes

Staff process commercial excise taxes and prepare reports for management review.

2.6.5.9 Business Database Upkeep

Staff update Dunwoody's business database within the City's financial reporting system

**2.6.5.10 Cash Processing**

Each day, staff reconcile cash received and prepare daily bank deposits.

2.6.5.11 Prepare Reports

Staff prepare reports containing relevant business license performance metrics.

2.6.5.12-13 Document and Test Revenue Controls

Staff follow Dunwoody financial management procedures to document revenue control procedures and processes and undertake periodic tests to ensure that sound revenue control procedures are in place. This includes annually reviewing processes and procedures to identify improvements.

2.6.5.14 Identify and Perform Other Revenue Control Responsibilities

Team Collaborative works with Dunwoody management to identify and perform other revenue control responsibilities in anticipation of potential shifts in need.

SECTION SECTION 2.3.1.3

QUALIFICATIONS AND EXPERIENCE OF FIRM AND STAFF

2.3.1.3.1 Qualifications and Experience of Firm

2.3.1.3.2 Qualifications and Experience of Staff



2.3.1.3: Qualifications and Experience of Firm

Best Fit

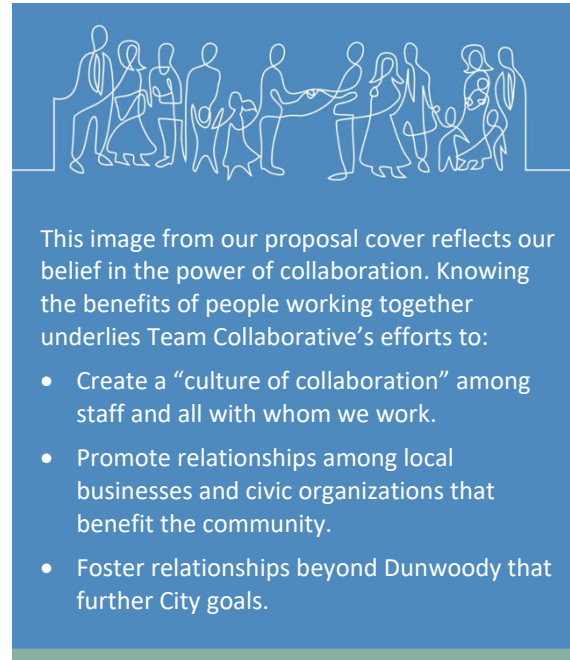
Those reviewing Team Collaborative's proposals will undoubtedly have read that Company X, Y or Z offers Dunwoody the "Best Value." Superior performance and innovative management approaches will be highlighted, and cases made for standing out among peers. While the goal, to leave little doubt in the reviewers' minds, is clear, the process can be dizzying. For good reason. Most organizations submitting proposals are solid ones with sound track records and proven management systems.

Team Collaborative sees the choice differently.

While we place strong emphasis on "Best Value," we believe "Best Fit" is of comparable importance.

The City of Dunwoody is first and foremost interested in a full-service municipal public-private partnership that delivers outstanding customer service to the community. This partnership approach calls for the selection of a Community Development contractor who shares a common commitment to collaboration; who understands firsthand the benefits of government and private businesses working as teammates; who values employee well-being as highly as profits; who grasps that a collaborative workplace yields net gains for the City; and who sees promoting positive relationships among businesses and organizations within the community and beyond as a valuable way to further the City's aims.

We hope the City of Dunwoody finds ample evidence in this proposal that Team Collaborative is committed to being such a partner. A culture of collaboration thrives among a remarkable team of managers, professionals, and administrative staff. Within our firms, colleagues regularly do whatever it takes to meet the challenges of the day, share information, gladly and graciously back up one other, step up to track down answers for customers or co-workers when the person handling a particular request is unavailable, and support one another outside of work when someone is facing a health or personal challenge. Additionally, this culture of collaboration, that Team Collaborative's owners and managers have so carefully, creatively—and often painstakingly—worked to build, serves Dunwoody by supplying the City with a high-performing team that is motivated to serve the City beginning next January and for decades to come.



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Beyond Dunwoody City Hall, Team Collaborative extends our commitment to collaboration by promoting constructive relationships among local businesses and civic organizations that benefit the community. For example, in Sandy Springs, the Collaborative helped launch the “Live Lead Learn” Speaker Series that focused on community-building topics. Additionally, as is the case in all the communities in which we work, we are eager to play an active role in supporting and participating in the success of numerous community partners each year.

Outside Dunwoody, Team Collaborative fosters relationships that further the City’s goals. For example, the Collaborative’s corporate leaders are currently exploring an intriguing idea that may offer real relief to the demand for workforce housing in Dunwoody. While still in the concept development phase, the idea is to apply a regional partnership approach to the challenge. More specifically, the idea would be for large businesses and hospitals in Dunwoody to partner with developers who would be incentivized to construct mixed-use development projects at the West End MARTA station in Atlanta. Key to the partnership would be the businesses’ willingness to purchase a certain number of condominiums that they would then rent to their employees at affordable rates. Because the West End MARTA stop is a 30-minute ride from Dunwoody on the Red Line, the potential benefits to Dunwoody include: 1) Meeting demand for workforce housing, 2) Satisfying demand without a corresponding increase in roadway congestion, 3) Enhanced recruitment and retention of employees due to a car-free commute and 4) Atlanta, with whom the Collaborative is working to complete the LCI West End Master Plan Update, would find partners to invest in the West End that would help stimulate development in an area that is among the City of Atlanta’s priorities for improvement. This would be a novel regional approach for promoting workforce housing, and the Collaborative is doing research to identify comparable examples.

In addition to collaboration, Team Collaborative shares a commitment to a second core feature of the public-private partnership model—the idea that innovations that can enhance City services often result when government teams with private businesses, which must innovate to succeed.

From the outset, Team Collaborative seeks to serve Dunwoody as an “engine of innovation” among the City’s contractors. Through the creative leadership of our on-site and corporate staff, Team Collaborative promises to bring new ideas and innovations that will result in significant service improvements to the operation of the entire Community Development Department. This includes streamlining communications among staff and with other City departments and promoting clear and effective communications with the public. A clear example of this can be found next door in Sandy Springs. Our support to the Community Development Department transformed it from a relatively slow-moving and overly procedural operation into what many today believe to be the most streamlined, customer-focused department in metro-Atlanta.

When it comes to continuous improvement, Team Collaborative pledges to share the best thinking of our national planning staff with Dunwoody City leadership, including seeking the insights gained from our work in Boston, New England, California, and Metro Atlanta. We look forward to tracking down answers to questions posed by City leaders and exploring solutions to



challenges the City faces. To support this, we encourage and reward our Dunwoody contract staff who bring forward innovations that improve services and operations.

Proven Record of Results
Accountability: Proven systems used for managing on-site contracts. Even during Great Recession, firm came under budget while regularly exceeding technical performance in Sandy Springs.
Responsiveness: When Dunwoody leadership calls, you get “Drop everything, folks!” action. Additionally, our corporate offices are minutes away, and our flat organizational structure further enables prompt response.
Transparency: Recruitment and compensation policies attract and retain skilled and experienced staff. Team Collaborative submits monthly payroll registers to City from day one.
Innovation: Our Innovation Development Team has proven methods for exploring new services, tools, & products to improve Dunwoody Community Development Department performance.

Relevant federal, state, and local government experience

The Collaborative brings to Dunwoody highly relevant experience supporting major public projects on the federal, state and local levels.

Federal Government: For nearly 30 years, Team Collaborative’s prime contractor, the Collaborative, has provided urban planning, transportation planning, and communications support services to the U.S. Department of Transportation (DOT), Environmental Protection Agency (EPA), Fish and Wildlife Service (FWS) and National Aeronautics and Space Administration (NASA). For DOT, our planning group has supported the Federal Transit Administration’s Livable Communities Initiative, New Starts Program, and United We Ride Program. For DOT’s Federal Rail Administration (FRA), we organized and led a series of “town hall-style” meetings focused on identifying and developing high-speed rail corridors. Our planners and designers also helped the FRA prepare an Environmental Impact Statement for the redevelopment of Pennsylvania Station in New York City. And our communications professionals organized numerous meetings, such as the FAA’s 300-person technical conference for Region I.

For DOT’s Volpe National Transportation Systems Research Center we managed an on-site staff of over 20 professionals who provided planning and communications staff support for the design and implementation of Intelligent Transportation Systems, Bus Rapid Transit program and dozens of other major transportation initiatives. Staff from our corporate office provided transportation planning services to the Volpe Center, including leading a “Lessons Learned” analysis of how the transportation systems in NYC and New Orleans performed—and could have better performed—after the 9/11 attack and Hurricane Katrina.

In the area of public relations and marketing, the Collaborative has designed and led numerous public information, engagement and marketing campaigns for the federal government. For example, since 1998, NASA has called on the firm to transform its scientific research into cutting-edge education programs to encourage young people to enter fields of science, technology, engineering and math.



State Government: The Collaborative regularly provides planning, design and communications support services to state agencies. Representative projects include the most recent Massachusetts Transportation Plan and Massachusetts Statewide Bicycle Plan. Principals of the firm served as Project Managers for the Massachusetts Water Resources Authority's Long Range Water Supply Plan and the Hartford, CT, Metropolitan District Commission's Long Range Water Supply Plan. In the area of design, our planners and landscape architects designed a major new regional park system for the Massachusetts Department of Conservation and Recreation. The plan and design for a 760-acre urban recreation area along the Neponset River has transformed a forgotten collection of brownfield sites into a highly popular recreational destination used by hundreds of thousands of visitors each year. In developing the plan, the firm organized and facilitated more than 35 public meetings and community-design events. Public acceptance was widespread, as evidenced by the passage of a \$40 million bond bill to implement the plan.

Local Government: Without question our project with greatest relevance to the support being sought by the City of Dunwoody is our work for the City of Sandy Springs. In 2011, the Collaborative had the good fortune of being selected to provide on-site support municipal support services to the City. It has been an exciting challenge that has called on the experience and background of every facet of the firm. It is highly relevant experience that the firm's owners and senior staff are eager to draw from, where appropriate, in support of the City of Dunwoody. While Dunwoody and Sandy Springs share many qualities—such as a common commitment to providing the highest quality and economical public services, it is important to emphasize that the Collaborative approaches each assignment as a unique challenge. The only way of doing business we guarantee to export from Sandy Springs to Dunwoody is our commitment to exceeding Dunwoody's expectations. Since we are using Sandy Springs as an example, evidence of this commitment to excellence can be seen in the numerous innovations and service improvements we have brought to Sandy Springs and the City's annual performance ratings of "excellent" for our work, in the categories of technical quality, schedule adherence and cost control.

The Collaborative's local government assignments include having supported over 100 municipal government initiatives around the country. Such assignments include leading comprehensive planning projects and formulating master plans for specific areas and sites, developing zoning and design guidelines, creating economic development plans, preparing transportation plans, and providing urban design services in support of the creation of public spaces. A strength underlying all our municipal planning work derives from the focus we place on designing meaningful outreach and public engagement processes. These two areas of the firm's practice go hand-in-hand. Good public awareness and engagement processes lead to high quality public sector outcomes. The firm was founded on this principle. It has guided us for 30 years. And we bring this proven approach to the performance of the City of Dunwoody's service areas of planning and zoning, permitting and inspections and public relations and marketing.

NOVA, a valued member of Team Collaborative, has provided municipal support services for the past 15 years to over 50 cities and counties in Georgia and Florida. The firm's Building

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Department support services have been most prevalent in Florida due to the recent volume of permit activity in that state. However, NOVA and its personnel have also worked on several significant relevant assignments in Metro Atlanta, including the following:

Jurisdiction	Role	Term of Contract/Service
City of Atlanta	Building Official, Building Code Inspections	Jan 2020 - Dec 2021
Fulton County	Plan Review, Permitting, Building Code Inspections	Jan 2016 – Dec 2020
Clayton County	Plan Review and Building Code Inspections	Jul 2018 – Jun 2022
City of Sandy Springs	Commercial Building Code Inspections (in Support of the Collaborative)	Nov 2016 – Jun 2019
City of Duluth	Plan Review and Building Code Inspections	April 2019 - Mar 2023
Dekalb County	Building and Land Development Plan Review	Apr 2016 – Dec 2018
Dekalb County Schools	Plan Review, Permitting, Building Code Inspections	Jan 2018 – Dec 2021
Fulton County Schools	Plan Review, Permitting, Building Code Inspections	2015 – 2020
Stephens County	Building Official, Plan Review, Code Inspections	2014
City of Brookhaven (Startup City)	Building Official (Mr. Michael Nier)	2013
City of Dunwoody (Startup City)	Building Official (Mr. Michael Nier)	2008 – 2012
City of Brookhaven	Building Official (Mr. Paul Ivey)	Feb 2015 – Jan 2018
City of Norcross	Building Official (Mr. Paul Ivey)	Aug 2013 – Feb 2013
City of Alpharetta	Building Official (Mr. Paul Ivey)	Jan 2008 – Aug 2013

In addition, NOVA has extensive experience performing inspections and engineering work on building projects for State of Georgia agencies. These include site and building inspection services for the Georgia State Financing and Investment Commission on nearly 100 university and college projects, along with dozens of building projects for the Departments of Corrections, Natural Resources, and Public Safety. NOVA also holds a number of on-call engineering and inspection contracts for roadway planning, design, and construction and has been instrumental in writing the State guidelines for the implementation of the International Building Code.



Corporate capabilities and resources

Team Collaborative backs up on-site Dunwoody staff with subject matter experts working from our corporate and Atlanta area office. Additionally, we bring a flexible “On-Call Team” of professionals who currently work for us on a part-time basis to provide back up and surge support to the City of Dunwoody as the need arises. We make available our subject matter experts in two ways: First, these individuals participate as members of our Innovation Development Team, described earlier, to explore and propose service and product improvements for consideration by the City of Dunwoody. Second, they are also available to serve as resources to answer technical questions from our on-site staff.

Team Collaborative’s local Atlanta-area offices are led by Senior Vice President Angela Parker and NOVA Vice President Steve Willenborg, P.E. Angela is a seasoned senior municipal government professional who initially served as the Collaborative’s Community Development Director for the City of Sandy Springs, and now leads our team of on-call professionals. Steve Willenborg is NOVA’s Georgia Operations Manager and works from the Kennesaw, Georgia office, which is also home to NOVA’s corporate offices. He has over 30 years of experience executing and managing geotechnical, construction inspection, materials testing, and municipal services projects within the southeastern United States.

Members of Team Collaborative’s on-call team include urban planners, civil engineers, ICC-certified building inspectors, code enforcement professionals, and communications professionals. With the approval of the City of Dunwoody, Team Collaborative offers these on-call staff to the City of Dunwoody at the same hourly rate of our on-site staff.

Past or Pending Litigation

Team Collaborative corporate members have no litigation against either firm. Corporate attorney, Ron Ruth, Managing Partner of Sherin and Lodgen, LLP of Boston states of the prime contractor: *“The founders of the Collaborative, Joe Brevard and Ed Shoucair, have from the first day of operations conducted their business affairs with the highest of goals: professionalism, integrity, honesty and with an eye to fairness. The Collaborative has demonstrated the creativity, flexibility, and skill necessary to survive and thrive in a competitive business environment. The culture of the Collaborative is to ‘give back’ and they sponsor and participate in many charitable events and causes.”*



2.3.1.3: Qualifications and Experience of Staff

Team Collaborative's proposed Staff Plan delivers an efficient, flexible on-site work force that will provide prompt, high quality service and cost savings to Dunwoody. It is based on the experience of our firm and senior managers in supporting other communities, and we believe presents a realistic workforce for fulfilling the level of work described in the RFP.

It should be noted that the most effective staff plans are ones designed to evolve over time to reflect a community's changing economic conditions, challenges and goals. Team Collaborative understands that Dunwoody's staffing needs next year are likely to be different than today's, especially given the current public health challenge and resultant impacts on the overall economy.

Fortunately, Dunwoody has built into its procurement process a six-month transition. This presents an opportunity for the City and representatives of Team Collaborative's Transition Team to assess future conditions and adjust the proposal's Staff Plan accordingly. For example, it may mean an adjustment to the skill set of our planning and zoning staff, with the selection and assignment of individuals with stronger economic development capabilities to support both the Community Development Director and City's Economic Development Director. Notably, the Collaborative's planning and zoning staff worked hand-in-hand with the City of Sandy Springs' Economic Development Director.

A central feature and strength of Team Collaborative's approach to staffing is that is built upon our proven principle and process of promoting collaboration. Collaboration produces efficiency and flexibility and adds capability within each service area supporting Community Development and across the Department.

Angela Parker, Program Manager, (Key Person)

A seasoned manager with over 30 years of professional experience managing municipal service projects and teams as large as 500 people, Angela serves as our Program Manager during the six-month Transition Period. She, NOVA's Steve Willenborg, and Collaborative Transition Team Lead, Ed Shoucair, will work with Dunwoody's leadership during the transition period to ensure that each contract position is filled with a candidate that has the knowledge, education and experience needed to excel in their respective positions. She and the entire Transition Team will focus on identifying creative, technically skilled motivated professionals to give Dunwoody's Community Development Department the capability to anticipate and nimbly adjust to tomorrow's changing requirements. Furthermore, Angela, who served as the Collaborative's Community Development Director in support of the City of Sandy Springs, agrees to continue to serve as Team Collaborative's Program Manager until an individual is identified who Dunwoody's leadership supports for the role of Planning and Zoning Manager/Deputy Community Development Director. As noted in Team Collaborative's Transition Plan, we have several extremely strong candidates to propose for this position that we look forward to bringing to Dunwoody's leadership for consideration. However, Team Collaborative's policy is to actively



engage our clients in the final selection of our primary on-site contract manager to ensure our recommended hire has the full and enthusiastic support of Dunwoody's leaders.

Staffing Methodology and Approach to Ensuring Staff Coverage

As described under 2.1.g – High Quality Staff, the provision of highly skilled and regularly trained staff is one of the three keys to delivering high-quality municipal services. Toward this end, Team Collaborative implements procedures for attracting and retaining highly qualified employees to maintain service levels and to promptly fill any vacant position. Our objectives for recruiting, hiring, and providing qualified personnel to support the two service areas are to:

- Engage incumbent professionals recommended by Dunwoody's Community Development Director and City Manager
- Fill open positions with appropriate full-time or part-time members of our current Atlanta area workforce
- Recruit new employees as appropriate
- Augment staff with full- and part-time Team Collaborative personnel to support short-term assignments, meet workload surges, or cover vacations or absences

Training and Professional Development

As described under 2.1.l and m – Training and Professional Development, upon contract startup, Team Collaborative immediately commences training staff in all aspects of employee and Departmental work to ensure employees have the skills, technical knowledge, and customer-service mindset to perform at their highest level on behalf of the City of Dunwoody. Additionally, we seize opportunities to cross-train staff to provide additional redundancy in addressing workload and staff fluctuations. Team Collaborative is committed to continuous improvement, each year we prepare a staff training plan in collaboration with the City that reports on education and professional development provided to staff during the prior year and outlines training to be delivered in the coming year. Our training and professional development program ensures staff is up to date on best management practices and innovative measures being used across the country. We incorporate the training plan for the upcoming year into each employee's annual "Employee Performance Plan" discussed below.

Planning and Zoning Staff Plan

Team Collaborative's proposed Staff Plan is designed to provide a mix of senior, mid-level and junior level personnel to provide Dunwoody with a complementary-skilled team to provide Dunwoody with day-to-day and long-term planning capabilities. Under the direction of the Community Development Director and the Planning and Zoning Manager, the Collaborative's Project Manager will draw talent from our local and corporate staff to support the City with surge and back up support as needed. Once again, what is learned during the Transition Period will influence the skillset of those individuals assigned to the team. For example, should the Senior Planner bring a higher-level urban design training and experience, similar to what Collaborative's urban designer Amy Bledsoe possesses, to help Dunwoody implement its new urbanism approach to mixed-use development and placemaking? Should the Planner II be someone with

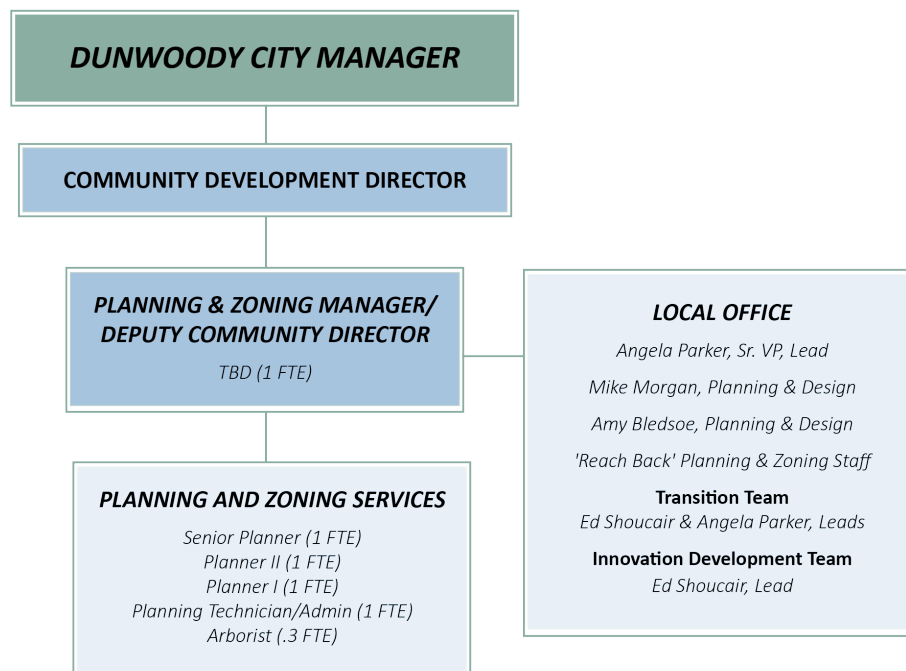


greater economic development capabilities?

With respect to level of effort, our staff plan proposes: a Planning and Zoning Manager/Deputy Community Development Director (1 FTE); Senior Planner (1 FTE); Planner II (1 FTE), Planner I (1 FTE); Planning Technician/Admin (1 FTE); and on-demand Arborist (.3 FTE).

We provide an organizational chart summarizing our staffing plan, lines of authority, and corporate support.

2.4 Planning and Zoning Organizational Chart



Permitting and Inspections Staff Plan

Team Collaborative's staffing approach for permitting and inspections anticipates our recruiting incumbent personnel as recommended by the Community Development Director, assigning appropriate members of Team Collaborative's permitting and inspections staff, and identifying high quality new hires. Here again, what is learned during the Transition Period will influence the number of individuals and skillset of those assigned to the team. For example, will there be a need for 1.5 FTE Land Development Inspectors? Or could one inspector handle most of the demand supported by our cross-trained Code Enforcement Officers? And how should the permitting staff be most effectively organized to execute the business licensing activity within Community Development? Given the importance of this activity, and need for its rigorous execution, it is likely that the activity will require the dedication of one permit staff member trained in financial record-keeping. But might it also require the part-time assistance of another



other permit technician? These are the types of permitting and inspections questions we look forward to answering during the Transition Period.

With respect to level of effort, our staff plan proposes: a Building Official who also fills the role of Building Plan Reviewer (1 FTE); two Building Inspectors (2 FTEs); a Land Development Plan Review Engineer (.6 FTE); a Land Plan Reviewer (1FTE); one full-time and part-time Land Development Inspectors (1.5 FTEs); two Code Compliance Officers (2 FTEs); two Permit Technicians (2 FTEs); one Permit/Business License Technician (1 FTE), and Permit Systems Administrator (1 FTE).

Donald “Donnie” Sullivan, Chief Building Officer/Building Plan Reviewer (Key Person)

Team Collaborative is pleased to propose Donnie Sullivan to the position of Building Officer, with full-time leadership responsibility for Permitting, Inspections and Code Enforcement. Donnie’s qualifications for this position are numerous. He has over 10 years of municipal experience serving as Building Official, plans reviewer, building inspector, and code enforcement officer. Most recently he served as Building Officer in the Dallas/Forth Worth area.

Shane Peeples, Code Compliance, Lead (Key Person)

The City of Dunwoody will be well served to have Shane Peeples as its Lead Code Compliance Officer. Shane served as the Collaborative’s Code Enforcement Field Supervisor in support of the City of Sandy Springs, where he enjoyed the respect of City leadership, his fellow officers and the public. Additionally, as a professional cross-trained in stormwater management, Shane bolsters Dunwoody’s capabilities in this important technical area.

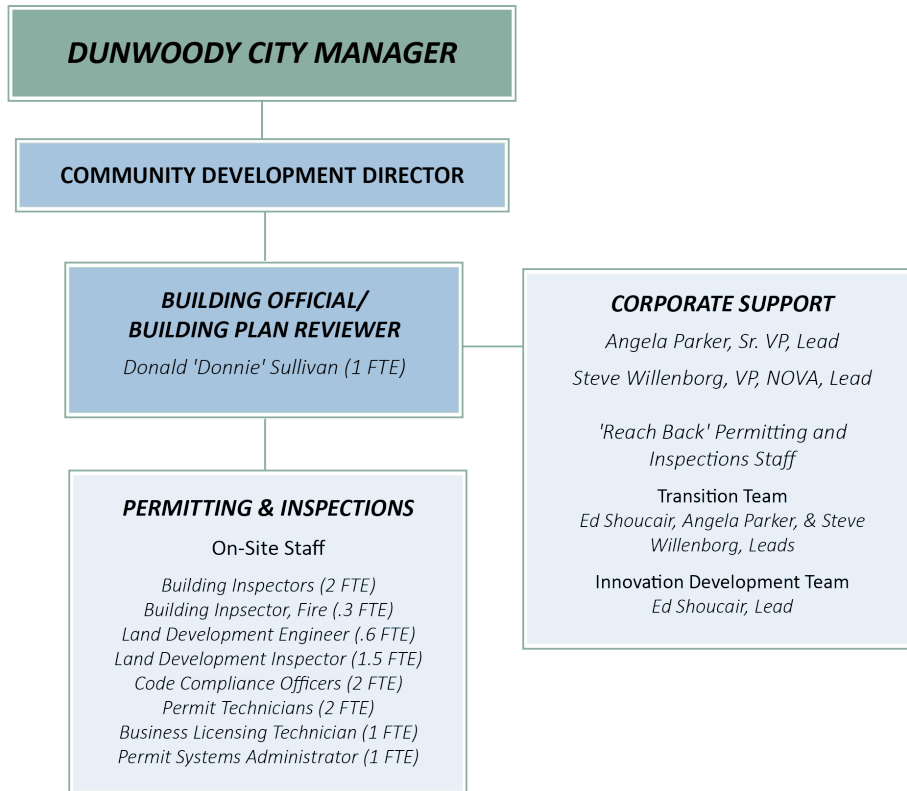
Kim Simmons, Land Development Inspections, Lead (Key Person)

Kim Simmons is one of the metro Atlanta’s most qualified land development professionals. He served as the Collaboratives’ Supervisor for Land Development in support of on-site service contracts with Fulton County and the City of Sandy Springs. In Kim, Dunwoody’s leadership has someone whom they can confidently trust will *courteously* and *diligently* uphold the City’s important standards for land development.

Under the direction of the Community Development Director, the Building Official, Team Collaborative’s project manager for Permitting and Inspections, draws from our local and corporate staff to support the City with surge and back up support as requested. We provide an organizational chart summarizing our staffing plan, lines of authority, and corporate support



2.6 Permitting and Inspections Organizational Chart



ED SHOUCAIR

Principal-in-Charge, Transition and Innovations Development Teams, Lead

Introduction

Collaborative President Ed Shoucair brings to the City of Dunwoody his experience as a leading master planner, municipal planner, and consensus-builder. His MIT urban planning training has outfitted him with a rigorous problem-solving approach and the conviction that connections between people and ideas are the root of positive change. Before co-founding the Collaborative, Ed was Senior Project Manager for Wallace, Floyd, Associates, Senior Planner in the Massachusetts Office of Environmental Affairs, and Community Planner in Durham, NC. He has been a guest lecturer and panelist at MIT and Boston University, and his projects have received awards from the American Planning Association. His articles on urban design and planning have appeared in The Boston Globe.



Project Experience

City of Sandy Springs

- Served as Principal in Charge and Transition and Innovations Teams Lead for the Collaborative's on-site contract for the City of Sandy Springs' Community and Economic Development Departments
- Introduced innovative policy initiatives and helped shape the City's economic development strategy
- Designed and led a visioning process as the foundation of the City's "Next Ten" comprehensive plan
- Led the development of small-area plans designed to foster village-scale mixed-use development

City of Tucker Master Plan

- Primary writer and developer of new City's first Comprehensive Plan. The Plan established a new downtown civic center to promote redevelopment that includes a new city hall, multipurpose arts center, an outdoor park, and multiuse trail that connects city residential areas to parks, schools, downtown and one another

West End LCI Plan Update

- Project Manager and principle author of the Atlanta West End LCI Plan update, a plan that focused on the development of strategies for the enhancement of the West End neighborhood of Atlanta, focusing on improved mobility, safe roads, affordable housing, economic development and job creation

Streetscape Revitalization Planning

- Co-led the development of streetscape revitalization plans for Onset Village and the City of Gloucester, MA, that addressed historic preservation, traffic calming, and the preservation of downtown vitality

Neponset River Master Plan

- Project planner for the award-winning Neponset River Master Plan that sparked the transformation of a brownfield into a park used by hundreds of thousands of people each year. The park and multiuse trail along the river were named one of America's "Great Places" by the American Planning Association

Education

- Master of City Planning, Massachusetts Institute of Technology
- B.A., History, Duke University

ANGELA PARKER

Senior Vice President, Project Manager, Transition and Innovations Development Teams

Introduction

Angela Parker's leadership role is supported by 30+ years of experience in planning, community development, transportation and public works. Her positions at high levels of responsibility in community development have focused on comprehensive and target area planning, capital improvement planning and programming, zoning and development plan review. As Director of the Fulton County Department of Public Works, she was responsible for the Water and Wastewater, Solid Waste, Transportation, Stormwater and Engineering Divisions. While Public Works Director, she served as acting Director of the Department of Environment and Community Development. In this role she oversaw comprehensive planning, zoning, site and building review, permitting, construction inspection and code enforcement. With Fulton, she served in several capacities, heading Comprehensive Planning, Current Planning and as Deputy Director of the Planning Department. She joined the Collaborative in 2011 as Community Development Director in Sandy Springs.



Project Experience

Sandy Springs Community Development

- Served as the firm's Director of Community Development for the City of Sandy Springs
- Coordinated of the City's community development process, including over-sight for comprehensive planning, development plan review and approval, construction inspection and code enforcement
- Responsible for the management of the City Center Master Plan and the associated Roswell Road Corridor Plan Livable Centers Initiative (LCI) Update

Atlanta BeltLine Subarea Master Plan Updates

- Served as Project Manager for master plan updates for the Atlanta BeltLine
- Provided support in community engagement, transportation, market analysis, land use and urban design

Tucker Tomorrow

- Co-led the Collaborative's comprehensive plan assignment for the new city of Tucker
- Managed the project team and Collaborative staff to produce a concise, well-organized, user-friendly plan
- Managed the robust public outreach and engagement program, interfacing with City officials, directing data collection and analysis, and marshaling corporate resources and skills as needed to ensure that the quality of the result exceeded the City's expectations

Fulton County Parks Master Plan

- Worked closely with the Parks Advisory Board and the Fulton community to develop the County's first Parks Master Plan, which evaluated the County's facilities against national standards and incorporated extensive community input to define parks programming for each existing and proposed County park

North Fulton Trail Plan and South Fulton TrailNet

- Managed community input from the Parks Master Plan that resulted in two additional recreation related plans, the North Fulton Trail Plan and South Fulton TrailNet, two greenway and trail master plans that provide recreational opportunities that connect parks, schools, neighborhoods and activity centers

Education

- Bachelor of Arts, Landscape Architecture, University of Georgia



J. STEPHEN “STEVE” WILLENBORG, PE

Vice President, Transition and Innovations Development Team

PROFESSIONAL EXPERIENCE

Mr. Willenborg is NOVA's Georgia Operations Manager and works from the Kennesaw, Georgia office. He has over 25 years of experience executing and managing geotechnical and construction materials testing services within the southeastern United States. He has been responsible for project management, engineering analysis, and review on hundreds of geotechnical explorations and materials testing/inspection projects including work for universities, K-12 schools, roads and bridges, power generation plants, heavy industrial buildings, office buildings, shopping centers, warehouse and distribution centers, condominiums, hotels, water/sewer treatment plants, and residential subdivisions. Mr. Willenborg has extensive knowledge of engineering and environmental issues that can impact due diligence, design, and construction as they relate to property development, site work, and horizontal and vertical infrastructure.

Education:

BS Civil Engineering, Georgia
Institute of Technology, 1990

Certifications / Registrations:

Professional Engineer: GA
International Code Council
(ICC): Building Inspector
Georgia Soil and Water
Conservation Commission
(GSWCC): Level IB

Affiliations:

American Society of Civil
Engineers Geotechnical Section
American Council of
Engineering Companies of
Georgia, Chair of Membership
Committee and Board of
Directors 2008-2009

REPRESENTATIVE PROJECT EXPERIENCE

Municipal/Government

Gwinnett County Department of
Parks and Recreation
Environmental and Heritage Center,
Geotechnical and Construction
Materials Testing, Buford, GA

Recreational

Gwinnett County Parks and
Recreation, Various New Parks and
Improvements, Geotechnical
Explorations and Construction
Materials Testing Services- Gwinnett
County, GA

Transportation

I-75 Tift County, GA Interchange
Geotechnical Services, Tifton, GA
Georgia Building Authority Phase 1
Utility Tunnel, Geotechnical &
Construction, Atlanta, GA
Inspection/Testing, Atlanta, GA

Water/Wastewater

Riverside Drive Water Treatment
Plant, Gainesville, GA
Forsyth County Water Treatment
Plant and Outfall Sewer
F. Wayne Hill Treatment Plant
Construction
F. Wayne Hill Water Resources
Center, Concrete Testing for Original
Plant Construction, Buford, GA

Power/Utility

Plant Vogtle Electric Generating
Plant, Nuclear Reactor Units 3 and
4, On-site Soil and Concrete
Testing, Waynesboro, GA
Savannah River Site, On-Call
Laboratory Testing Services
Contract, Aiken County, SC
Plant McDonough, Various Plant
Expansion Projects, Construction
Materials Testing, Atlanta, GA



J. Stephen Willenborg, PE
Vice President



REPRESENTATIVE PROJECT EXPERIENCE

Healthcare

Cobb County Health Service Center,
Marietta, GA

Gordon Hospital Phase 1A
Expansion, Construction Materials
Testing, Calhoun, GA

1.3-Acre Haynes Bridge Road Site,
Geotechnical Engineering,
Alpharetta, GA

Cedarcrest Road Assisted Living,
Geotechnical Engineering,
Acworth, GA

Benton House, Environmental
Consulting and Geotechnical
Engineering, Woodstock, GA

Grady Memorial Hospital
Renovation, Geotechnical
Engineering, Atlanta, GA

Hillandale Medical Office Building,
Geotechnical Engineering,
Lithonia, GA

Northwest Medical Center
Renovations, Geotechnical
Engineering, Atlanta, GA

Berman Commons Assisted Living,
Geotechnical Engineering,
Dunwoody, GA

Cobb County Health Service Center,
Geotechnical Engineering,
Marietta, GA

Northwest Regional Medical Center,
Geotechnical Engineering,
Atlanta, GA

St. Jude's Recovery Center,
Geotechnical Engineering,
Atlanta, GA

St. Jude's Recovery Center Clinic,
Geotechnical Engineering,
Atlanta, GA

McLeod Health 3 Story Structure,
Environmental Consulting and
Geotechnical Engineering,
Florence, SC

Education

Lanier Technical College, Barrow
County Campus, Geotechnical
Exploration, Winder, GA

University of Georgia, Special
Collections Library, Geotechnical
Exploration, Athens, GA

Gwinnett Technical College, Various
New Construction and Additions,
Geotechnical, Environmental,
Construction Materials Testing,
Lawrenceville, GA

LP3 Architecture University of West
Georgia Bookstore Geotechnical
Exploration and Construction
Materials Testing Services,
Carrollton, A

Gwinnett County Public Schools
Various New Construction,
Additions, and Renovation Projects,
Geotechnical, Environmental,
Construction Materials Testing,
Gwinnett County, GA

Fulton County Schools, McNair
Middle School Replacement,
Geotechnical Exploration, Union
City, GA

Atlanta Public Schools, E. Rivers
Elementary Replacement,
Geotechnical Exploration, Atlanta,
GA



DONALD “DONNIE” SULLIVAN

Building Official

PROFESSIONAL EXPERIENCE

Mr. Sullivan has over 10 years of municipal experience serving as Building Official, plans reviewer, building inspector, and code enforcement officer.

Education and Training

Byram High School, Byram, MS
– Diploma 1992

United States Marine Corps,
Honorable Discharge, Good
Conduct Medal

Mississippi Law Enforcement
Officers Training Academy,
Pearl, MS Graduated with
Professional Certificate

Hinds Community College,
Pearl MS Graduated with
Honors, Associate of Applied
Science Degree in Criminal
Justice

Certifications / Registrations:
Certified Building Official-(CBO)

Certified Floodplain Manager-
(CFM)

Certified Code Enforcement
Administrator-(CCEA)

Certified Building Code Official-
(CBCO)

Certified Housing Code Official-
(CHCO)

Master Code Enforcement
Professional-(MCEP)

FEMA-Emergency Management

Code Enforcement Officer

Plumbing Inspector

Accessibility Inspector/Plans
Examiner

REPRESENTATIVE PROJECT EXPERIENCE

Building Official/ Inspection Manager for Dallas/Fort Worth East (May 2019 to present) – Performs all the duties of the Building Official, for multiple jurisdictions and multiple clients in the DFW East region. Manages all inspections and personnel in the DFW East region. Provides daily schedule for multiple inspectors in multiple jurisdictions. Provides residential and commercial plan reviews for multiple jurisdictions. Provides client support by managing conflict resolution relating to Building Code Interpretation.

City of Pearl, Texas - Director of Community Development/Building Official/Floodplain Manager (Jan 2018 – April 2019) - Managed department staff and departmental budget. Managed the cities floodplains. Prepared items for bi-weekly board meeting and resolve issues of concern from the Mayor and Board of Alderman. Issued Certificate of Occupancies for new construction, as well as, Certificates of Completion for existing buildings. Provided conflict resolution between the public and the department for all department related matters. Managed any issues relating to ADA responsibilities of the City.

City of Brandon, Mississippi - Building Official/ ADA Coordinator (April 2017 – Jan 2018) – Performed all duties of the Building Official. Supervised inspectors and permit technicians. Issued Certificate of Occupancies for new construction, as well as Certificates of Completion for existing buildings. Performed all plan reviews for code compliance. Performed all inspections for new and existing construction. Managed any issues relating to ADA responsibilities of the City. Provided conflict resolution between the public and the department for all building related matters.

City of Gallatin, Tennessee - Assistant Building Official (Oct 2015 – April 2017) - Assisted Building Official in areas where needed pertaining to the department. Managed the day-to-day operations of the Code Department, including permitting, inspections, scheduling, finalizing inspections, cashiering, and plan reviews. Supervised all permit technicians, plan reviewers, and inspectors. Evaluated and answered general questions and complaints for the department. Attended department head meetings as well as council meetings when needed. Managed the department in the absence of the Building Official. Assisted with implementing new department policies and creating various forms. Coordinated new employee processing with



Donald "Donnie" Sullivan
Building Official

Certifications / Registrations:

Commercial Plumbing
Inspector

Commercial Building Inspector

Commercial Mechanical
Inspector

Building Plans Examiner

Building Inspector

Mechanical Inspector

Permit Technician

Property Maintenance and
Housing Inspector

Residential Building Inspector

Residential Combination
Inspector

Residential Electrical Inspector

Residential Energy
Inspector/Plans Examiner

Residential Mechanical
Inspector

Residential Plans Examiner

Residential Plumbing Inspector

Zoning Inspector



respective departments. Finalized updates for the department's web page upon request. Performed residential and commercial inspections as needed. Reviewed commercial and residential plans for the department. Evaluated and sought out solutions for dangerous building complaints that were received by the department.

Building Official/ Director of Public Works/ Floodplain Manager City of Hunters Creek Village, Texas (March 2015 to Oct 2015) - Managed Building Department and Public Works Department. Provided guidance for managing the city's floodplain ordinance. Provided technical advice to architects, engineers, developers, contractors and property owners. Reviewed construction documents for compliance with codes and standards. Coordinated and supervised the building inspection process. Interpreted building, plumbing, mechanical, electrical and zoning codes. Prepared departmental reports. Supervised and coordinated activities of the public works crew. Inspected work that was done by public works for compliance with codes and standards. Interpreted city policies to employees and enforced employee safety regulations. Maintained employee time sheets and resolved personnel issues. Enforced all building codes relating to life-safety, health, welfare, construction, and community preservation. Prepared case information for legal proceedings, compliance letters, and notices.

Combination Inspector/ Code Enforcement Administrator/ Floodplain Manager City of Richland June 2012 to March 2015 - Performed commercial and residential inspections and plan examinations in all areas of building construction. Managed the city's floodplain, NFIP maps, and floodplain ordinance. Administered all disaster reports including substantial damage assessments. Managed planning meetings as needed. Administered the city's solid waste assistance grant as well as the code enforcement program for the city. Served as ADA Coordinator, handling all complaints and reports for ADA compliance. Managed office and staff in the absence of the Building Official. Updated the city's zoning ordinance by editing code sections. Regularly attended MEMA and FEMA training in order to keep current on changing regulations. Organized the code enforcement office and files by creating forms that streamlined the code enforcement process resulting in better organization and efficiency.

SHANE PEEPLES

Code Compliance, Lead

Introduction

A seasoned code enforcement professional with 6 years of highly relevant experience, Shane joined the Collaborative's as a code enforcement officer with the firm's on-site contract to manage the Community Development Department of Sandy Springs. Because of his outstanding performance, Shane was recognized by the firm with a promotion to the position of Code Enforcement Field Supervisor in 2018. More recently, he has served the City of Sandy Springs in the position of Post Development Stormwater Coordinator.



Experience

Post Development Stormwater Coordinator, City of Sandy Springs

- Regularly investigates resident complaints regarding roadway, storm drainage and right-of-way problems related to City infrastructure projects and recommends corrective action as needed
- Issues citations and represents the City in court
- Conducts site inspections of construction projects and, proposes field changes as appropriate
- Recommends methods for resolving unusual or complex field problems related to storm water drainage, road construction and water and sewer management
- Prepares stormwater reports; all required NPDES permit reporting; field investigation and enforcement of illegal dumping, illicit discharge and illegal connections; and water quality monitoring

Sandy Springs Code Enforcement Field Supervisor, the Collaborative

- Supervised the code enforcement field staff and the review of existing citywide code activities. Fostered and maintained working relationships with the public and various City departments and personnel
- Worked with other City departments on the development and implementation of inspection schedules
- Collected and analyzed data and other information to prepare reports on code enforcement initiatives, to assess code enforcement effectiveness and make needed adjustments and improve best practices
- Developed and managed special projects for citywide code enforcement activities and was responsible for field training of current and new code enforcement team members

Sandy Springs Code Enforcement Officer, the Collaborative

- Investigated land development and property maintenance code complaints, determining the validity of complaints and, if appropriate, recommended mitigation actions. Compiled case documentation and issued citations
- Scheduled and performed systematic property maintenance inspections to maintain property standards; prepared records and reports pertaining to abatement, court actions, daily activities, enforcement actions and inspections; and testified in municipal court

Certifications

Georgia Association of Code Enforcement:

- Level 2 Georgia Certified Code Enforcement Officer

State of Georgia:

- POST Certified Police Officer

Georgia Soil and Water Conservation Commission:

- 1B Certified Soil and Erosion Inspector
- Certified Storm Water Inspector
- Level II Certified Plan Reviewer

Education

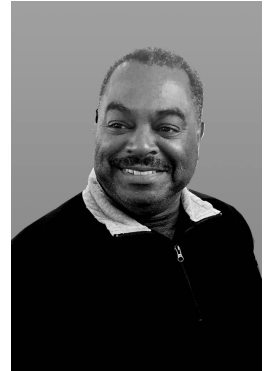
- Bachelor of Arts, Public Administration (*currently enrolled*), Southern New Hampshire University
- Associate of Science, Andrew College, Cuthbert, GA

KIM SIMMONS

Land Development Inspector, Lead

Introduction

Kim brings a variety of project management and technical skills that are highly pertinent to the development plan review and code enforcement requirements of the City of Dunwoody. His experience includes construction administration, site management, permitting, plan review, scheduling, budget management and the conduct of on-site inspections. He has both public and private sector construction experience.



Project Experience

Construction Administrator, McFarland Dyer & Associates

- Met with contractors and clients to monitor construction progress and changes
- Prepared progress reports, processed shop drawings and change orders
- Prepared specifications and issued architects' supplemental instructions

Sandy Springs Land Development Supervisor, the Collaborative

- Performed technical inspections of land development and construction projects to establish compliance with all City, County, State and Federal codes and regulations
- Issued notices and citations for violations of Sandy Springs and Fulton County codes
- Conducted inspections, involving erosion and sediment control, storm drain infrastructure, roadway construction, sidewalks, curb and gutter, stream buffers, and trenching and shoring operations
- Responded to construction and environmental-related citizen complaints

Land Development Manager, Peachtree Residential Properties

- Managed all areas of land development from site evaluation through subdivision closeout
- Assisted design engineers with preparation of site plans and permitting
- Prepared Notice of Intent and Notice of Termination forms for all developments
- Assisted with the preparation of the development and amenities budgets
- Worked with property owners to acquire easements, schedule environmental testing and conduct construction impact evaluations
- Addressed complaints presented by homeowner's associations and residents
- Reviewed amenity plans and revisions, obtained subcontractors estimates, assisted in subcontractor selection, and monitored progress throughout construction

Licenses and Certifications

- GSWCC Level 2 Certified Plan Reviewer
- GSWCC Level 1-B Certified Inspector
- MS-4 Compliance and Enforcement Inspector
- NPDES Storm Water Permit Certification
- NUCA Competent Persons Certification

Professional Training

- Fundamentals of A Good Road and Construction Inspections
- Fundamentals of Erosion and Sediment Control
- NPDES Storm Water Permit Workshop
- Sediment Basins, Surface Skimmers and Baffles

JON AMSBERRY, P.E.

Senior Land Development Engineer

Introduction

Jon has over 25 years of design, plan review and project management experience on numerous municipal development projects, including residential, commercial, retail, hospital campuses, industrial facilities and mixed-use sites. He has served as prime consultant lead on numerous architecture and engineering projects, conducted local government plan reviews and quality assurance peer reviews involving site engineering, transportation, permitting and stormwater disciplines.

**Experience****Senior Engineer, the Collaborative**

- Leads design teams in preparation of plans for development in the Metro Atlanta area, ensuring that projects conform to the requirements of the North Georgia Stormwater Manual as well as other state and local regulations and requirements
- Conducts land disturbance permit reviews for local governments, focusing on water, sewer, transportation, erosion control and stormwater regulations and requirements

Senior Engineer, Fulton County Department of Planning and Community Service

- Served as the Collaborative's lead on-site engineer supporting Fulton County's Department of Planning and Community Services
- Reviewed civil site construction plans for conformance with regulations of Fulton County and State of Georgia. Review and approval focused on site grading, drainage, storm water management, water quality, sanitary sewer and erosion and sediment control
- Managed a team of land development and site infrastructure field inspectors charged with ensuring adherence to applicable local, state and federal requirements
- Provided and recorded inspections of outfalls and other associated items required by the County's MS4 permitting. Managed citizen communications regarding drainage and erosion issues

City Engineer for the City of Semmes, Alabama, Driven Engineering

- Reviewed development plans to ensure conformance with city standards and regulations
- Conducted field inspection to ensure construction was completed in accordance with approved plans

VP of Engineering Services, Driven Engineering

- Managed engineering staff for transportation and civil-site projects in Mobile County, Alabama. Work included design for paving, drainage and roadway alignment, public involvement, utility coordination and bid services

Skills

Autocad, Autodesk Civil 3D, Microstation, HEC-RAS, Hydraflow Hydrographs, EPA SWMM, and Eagle Point.

Professional Training and Activities

- Professional Engineer Licensed in Georgia and Alabama (GA PE 022320)
- Georgia Soil & Water Conservation Commission Levels 1B & 2 E & S Certification
- MS4 Certified Inspector

Education

- Bachelor of Science, Civil Engineering, The Citadel

JESSE MILTON

Arborist

Introduction

Jesse is a certified Master Arborist with over 27 years of experience in the tree care industry, and 14 years growing and maintaining a successful Arborist Consulting practice. He is experienced in nearly every facet of Arboriculture and positive customer service., with strong leadership ability in understanding the complex human components of arboricultural consulting.



Project Experience

Consulting Arborist Onebark LLC, Atlanta GA

- Owns and operates a full time Arborist Consultancy, functioning as the primary consultant and utilizing subcontracted arborists for large projects and field work
- Range of customers includes residential, commercial, allied-professional, and municipal

Senior Associate Arborist, the Collaborative

- Served as the Collaborative's staff arborist for the City of Sandy Springs and was a sworn officer of the municipal court

Consulting Arborist Arboguard Tree Services

- Headed the consulting division; successfully developed a tree conservation, construction & consulting position, generating an average of \$500k annual tree care and consulting sales. Other positions at this employer include: Technical Services Supervisor, PHC Technician and Tree Climber/Groundsman.

Groundsman Connors Tree Service, Pittsburgh PA

- Assisted owner/operator with tree pruning and removals, wood and brush disposal, and job site safety.

Skills

Tree Protection & Conservation
Tree Care Estimating & Budgets
Tree Inventories and Analysis
Landscape & Tree Appraisal
Municipal Plan Review

Regulation Enforcement
Expert Witness
Resistograph F series
Risk Assessment
Tree Conservation Plan design

Community Tree Management
Plant Health Care
Tree Pruning
Public Presentations

Certifications

- ISA Board Certified Master Arborist® #SO-1170B
- Georgia Soil and Water Conservation Commission level 1B Inspector #26905

Professional Service

- International Society of Arboriculture, Ethics Review Committee 2019
- Georgia Arborist Association, served full terms as President 2000 and Vice-president 1999
- International Society of Arboriculture & ISA Southern Chapter, member
- Georgia Urban Ag Council, member

Education

- Duquesne University, Pittsburgh PA — B.Mus. 1991

MIKE MORGAN

Planning and Design, Innovations Development Team

Introduction

Vice President Mike Morgan's 40 years of accomplishment in landscape architecture planning and project management includes an extensive record of success in the management of a wide range of public facilities and urban placemaking projects. These projects have involved open space and recreation, commercial development and transportation, including pedestrian and bicycle circulation facilities. Of relevance to this project, Mike's work for the Duluth Town Green was recognized with a Great Community Place Award. Mike's work has received numerous other awards, including several American Society of Landscape Architects (ASLA) Merit Awards and the ASLA Grand Award. He is a USGBC LEED Accredited Professional, a GSWCC Level II Certified Design Professional for Erosion and Sediment Control and is CLARB certified.



Project Experience

Atlanta BeltLine, Pond Associates

- Provided project management and urban design leadership for an approximately 3000-acre area adjacent to downtown Atlanta and was project manager for master plan services for Westside Reservoir Park. Subarea 9 work included identifying alternative routes for the BeltLine trail through the larger area along with more specific trail routing within the park
- Provided site analysis and planning support for seven-mile segment of the BeltLine in Northeast Atlanta

Land Plan Reviewer, the Collaborative

- Provides land plan review services in support of Fulton County and City of Milton

County Parks and Recreation Program Management, JJG

- Created a master plan and schematic design for Tribble Mill Park, for 6 miles of multipurpose trails, a festival field with an amphitheater, fishing and boat docks, a picnic pavilion, restrooms, road construction, parking, and a regional destination playground
- Responsible for construction management at Pinckneyville Park, including a five-field soccer park that included multipurpose trails, picnic areas and playground facilities

Kimbell Art Museum Expansion and Renovation, Pond Associates

- Provided site programming, planning and landscape design for the expansion of the Kimbell Art Museum in Fort Worth, TX (with Renzo Piano Building Workshop, Paratus Group and Kendall Heaton)
- Managed the sitework for the Museum's parklike 10-acre expansion, which includes approximately two acres of green roof (sod and trees), along with geothermal wells and solar access zones for thirty thousand square feet of solar panels mounted on structure

Woodruff Arts Center Expansion, JJG

- Participated in a leadership capacity in the programming, site analysis, concept development, permitting, construction documents and construction administration for the landscape architectural portions of the expansion of the Woodruff Arts Center site in Atlanta, as part of the Renzo Piano Building Workshop team

Education

- Bachelor's in Landscape Architecture, University of Georgia
- University of Georgia Art and Environmental Design Studies Abroad Program, Cortona, Italy

AMY BLEDSOE

Planning and Design, Planning and Urban Design Support

Introduction

With a dual background in landscape architecture and urban design and 10+ years of professional experience, Amy Bledsoe is well-qualified to support municipal planning and design projects. Projects to which Amy has made significant contributions include park master plans, natural playgrounds, subarea master plans, blueway/greenway plans, commercial site plans, and planting plans. She has managed projects from concept design through construction. Her design capabilities are superbly complemented by her experience in the conduct of numerous public workshops and creative visioning sessions and her proficiency in the use of graphics to communicate ideas effectively on paper and in electronic media.



Project Experience

Atlanta BeltLine Updates to Subarea Master Plans 9 and 10, the Collaborative

- Currently completing the Collaborative's plan updates for Atlanta BeltLine Subareas 9 and 10
- Responsible for documenting new conditions in the two subareas, engaging the community through study group workshops, and providing land use and development recommendations
- Responsible for managing subconsultants' efforts to ensure that work is compatible with client expectations

Plan Reviewer, the Collaborative

- Currently provides plan review support to various Atlanta municipal clients

Huie Nature Preserve Master Plan, GreenbergFarrow

- Developed a design to transform a tract of unused land into an outdoor playground based upon the stages of the water cycle for the Clayton County Water Authority

City of Brookhaven Site-Specific Park Master Plans, GreenbergFarrow

- Helped develop site-specific park master plans for each individual park located in the City of Brookhaven
- Responsible for community engagement prior to the development of the park plans. This was accomplished through numerous community meetings, stakeholder presentations, and workshops in which individuals, including children, were encouraged to share their thoughts

City of Brookhaven, Multiple Park Design Projects, GreenbergFarrow

- Served as landscape designer for seven Brookhaven park projects, including Clark's Corner Park, Murphey Candler Lake and Field, and Skyland Park.
- Prepared concept designs and illustrative renderings to construction drawings, bid packages, and cost estimates.
- Met with contractors on site, performed punch lists and other construction administration duties.

Education

- M.S. in Urban Design, Georgia Institute of Technology
- B.A., Landscape Architecture, University of Georgia

KEN SUDDRETH

Transition and Innovations Development Teams

Introduction

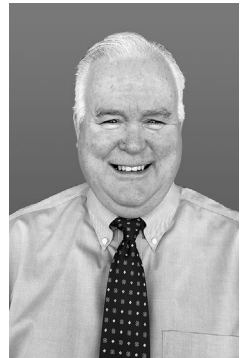
Ken Suddreth brings over 40 years of experience in all phases of municipal planning and community development, including the management and supervision of the entire community development function. His management of the Community Development Department of the City of Smyrna included supervision of a staff of 14 full-time positions and one grant funded position (CDBG).

Experience

Planning and Land Use Consultant, June 2019- Present

Community Development Director, City of Smyrna, GA

- For over 12 years, was responsible for all Community Development Department activities, both day-to-day and long range, including staffing and budget management. The department functions included planning and zoning, building inspections, business licenses, code compliance and economic development. The planning and zoning responsibilities included all aspects of rezoning, variances, subdivision development, sign control, tree regulations and the City's Comprehensive Planning activities. Other departmental functions included building and land development review, site inspections, business and alcohol licenses, code compliance issues and complaints and economic development
- Managed special projects such as assisting in the purchase, operation and subsequent closing of an apartment complex; the establishment of an Opportunity Zone; the development and coordination of a new vision for the City; the oversight of detailed planning studies such as a local transit study; a LCI Corridor Study; the GA Tech Impact Study associated with the Atlanta Braves moving to SunTrust Park; and an STP Transportation Study



Planning Director, City of Duluth, GA

- Responsible for all functions of the Planning and Community Development Department including but not limited to day-to-day operations, zoning review, plan review, building inspections, development review and site inspection, code compliance, GIS, budget preparation and general office management. Long range planning issues involved update and monitoring of the comprehensive plan, developing and updating population projections and grant management of the CDBG program and TEA and CMAQ transportation grants and the city's LCI grant
- Supervised and coordinated the work of department staff, which consisted of seven people
- Prepared and submitted annual departmental budget requests and monitored expenditures and revenues in accordance with adopted budgets. Was the primary contact for the City when dealing with the Atlanta Regional Commission or the Georgia Department of Community Affairs on planning related programs. Assisted in the redevelopment (both planning & implementation) of downtown Duluth through the establishment of their Town Green and Festival Center areas

Education

- Master of Public Administration (MPA), University of Georgia, Athens
- B.A. in Urban Studies, Furman University, Greenville, South Carolina

SECTION SECTION 2.3.1.4 REFERENCES



The Collaborative

An award-winning planning, design, and communications firm, the Collaborative has performed with excellence on numerous municipal clients over the last 30 years. The technical and managerial experience honed in those assignments enables us to offer competencies in the execution of the Planning and Zoning, and Permitting and Inspections functions that maximize efficiency and minimize risk to the City of Dunwoody's Community Development Department. To illustrate the relevance and strength of our experience, we offer the following references:

Client: **City of Sandy Springs**

Services Rendered: **On-Site Management of Community Development, Economic Development and Communications Departments**

Our staff managed all of the City's community development oversight functions involving planning, zoning, economic development, plan review, permitting, building inspection, code compliance and related areas. We also managed the City's economic development department in a manner that was closely coordinated with the activities and regulatory responsibilities of the Community Development Department.

Dates of Services: 2011 –2019

Client Contact: Jim Tolbert

Assistant City Manager

City of Sandy Springs

770-206-1418, JTolbert@sandyspringsga.gov

Client: **Fulton County Planning and Community Services Department**

Services Rendered: **On-Site Plan Review Services**

On-Site Planning Services

The Collaborative provides in-house plan review services for unincorporated South Fulton County in the following areas: engineering review for land development; site development and infrastructure inspections; final plat review; municipal separate storm sewer system (MS4) inspections and program management; Georgia Soil Water Conservation Commission Local Issuing Authority (LIA) compliance and program administration. The Collaborative also provides planning services to the County that includes development plan review for zoning and overlay district compliance, preparation of zoning, modification and variance analysis recommendation reports and zoning certifications.

Dates of Services: (Two contracts) Plan Review: 2016-to-Date; Planning: 2017-to-Date

Client Contact: Randy Beck, Assistant Administrator, Transportation

404-612-8053, randy.beck@fultoncountyga.gov



Client: **City of Milton**

Services Rendered: **Plan Review Services**

The Collaborative's on-site staff reviews plans and supporting materials for applications to the City for land development, land disturbance permits, building permits and final plat applications. Our Engineer reviews the applications in accordance with regulations and standards, policies and zoning of the City of Milton as well as County, State and Federal mandates pertaining to land development. These include grading, erosion control, storm water management infrastructure, sanitary sewer, roadways, curb and gutter, sidewalks, landscaping and compliance to certain buffer and stream preservation requirements.

Dates of Services: 2019-Date

Client Contact: Parag Agrawal, Community Development Director
(678) 242-2555 parag.agrawal@cityofmiltonga.us

NOVA

NOVA has provided municipal support services for the past 15 years to over 50 cities and counties in Georgia and Florida.

Client: **City of Atlanta, GA**

Services Rendered: **Supplemental Staffing for Building Inspection Services**

In October 2019, NOVA was awarded a two-year contract to provide supplemental building inspection staff to the City of Atlanta's Office of Buildings (OOB). NOVA has provided as many as 15 building code inspectors, providing both commercial and residential inspections in all trades, including structural/framing, mechanical, electrical, plumbing, and fire systems. NOVA also provided a Building Official to work alongside the City's building official, and an on-site supervisor to oversee all of NOVA's staff, and to coordinate efforts with the City's Chief Inspector to insure efficient coverage of all inspection requests to the OOB. NOVA's ability to provide additional inspection staff has proven to be a vital resource for the City, who has seen inspection response time increase significantly during our contract term.

Dates of Services: 2020-Date

Client Contact: Mr. Greg Pace, Department of City Planning
(404) 330-6714, gpace@atlanta.gov

**Client:****Fulton County, GA****Services Rendered:****Building Code Administration Services**

NOVA began providing Building Code Administration services to unincorporated Fulton County in January 2016. Upon contract award, this portion of the county was in south Fulton County, generally southwest of the Atlanta airport, encompassing approximately 96.3 square miles and supporting a population of 93,977 citizens. Under this contract, NOVA has been performing residential and commercial Building Code inspections, Commercial Plan review, and is serving as the County's Permitting Department. The new city of South Fulton, formed in July 2017, provides these services for most of the area with in-house staff, however NOVA continues to provide services to unincorporated Fulton County which currently includes several square miles of land along the Fulton Industrial Boulevard corridor.

- The Building Code Inspection Group consisted of up to three (3) full-time ICC-certified residential and commercial inspectors performing structural, mechanical, electrical, and plumbing inspections on new construction and renovation projects, as well as erosion and sediment control inspections. We also supported the County with a part-time Building Official who worked with the Community Development Director on a daily basis, as well as two (2) permit technicians.
- NOVA currently staffs a part-time plan reviewer and building inspector for new commercial construction and renovation projects.
- NOVA is providing a Permitting Supervisor who works along with other County employees in planning and zoning.

Dates of Services:

2016-2020

Client Contact:

Mr. Randy Beck, Public Works Director, Fulton County
(404) 612-8053, randy.beck@fultoncountyga.gov

Client:**Dekalb County, GA****Services Rendered:****Plan Review Services**

NOVA began providing municipal support services to DeKalb County's Building Department in 2016. Based on the County's needs and workload, this support has typically included one full-time ICC Certified Plan Reviewer for commercial and residential building plan reviews. Our personnel have worked in the Decatur office under the supervision of DeKalb County Planning department officials. Our reviewers have been certified in building, mechanical, electrical, plumbing, life safety, fire and other disciplines necessary to review the entire set of architectural and structural drawings for new construction and renovation projects. Projects have included office, retail, industrial, multi-family, commercial,



health care, education, cell tower, and other ancillary construction.

Dates of Services: 2016-2018

Client Contact: Mr. Robert Armstrong, Plan Review Coordinator
(404) 371-4798, rdarmstrong@dekalbcountyga.gov

SECTION SECTION 2.3.1.5

REQUIRED FORMS

5. Proposal Form

**Proposal Form
City of Dunwoody, GA
RFP 20-04 Municipal Government Services Procurement**

Company Name: the Collaborative, Inc.

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder 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 Bidder, 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 Bidder 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 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 Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 20-04 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 20-04 Municipal Government Services Procurement, 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 Bidder 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 Bidder 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 Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder 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 Bidder under section 6.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

Company Name: the Collaborative, Inc.

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. / Date

1. 3/25/2020
2. 4/7/2020
3. 4/8/2020
- 4.
- 5.

It shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Bidder from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work, excluding transitional requirements, is to commence on or about January 1, 2021.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the 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 Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name the Collaborative, Inc.

Federal Tax ID 04-3089289

Address 122 South St. Boston, MA 02111

Does your company currently have a location within the City of Dunwoody?

Yes ☐ No ☒

Will your company accept the City's procurement card for payments from the City?

Yes ☒ No ☐

Representative Signature



Printed Name

Joe Brevard

Telephone Number

617-2830275

Fax Number

n/a

Email Address

jb@thecollaborative.com

Packet page:...

5. Proposal Form

**Proposal Form
City of Dunwoody, GA
RFP 20-04 Municipal Government Services Procurement**

Company Name: NOVA Engineering & Environmental, LLC

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder 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 Bidder, 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 Bidder 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 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 Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 20-04 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 20-04 Municipal Government Services Procurement, 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 Bidder 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 Bidder 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 Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder 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 Bidder under section 6.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

Company Name: NOVA Engineering & Environmental, LLC

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. / Date

1. 03/25/2020
2. 04/07/2020
3. 04/08/2020
- 4.
- 5.

It shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Bidder from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work, excluding transitional requirements, is to commence on or about January 1, 2021.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the 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 Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name NOVA Engineering & Environmental, LLC

Federal Tax ID 26-0347209

Address 3900 Kennesaw 75 Parkway, Suite 100, Kennesaw, Georgia 30144

Does your company currently have a location within the City of Dunwoody? Yes ☒ No
Will your company accept the City's procurement card for payments from the City? ☒ Yes No

Representative Signature J. Stephen Willenborg

Printed Name J. Stephen Willenborg

Telephone Number 770.425.0777

Fax Number 770.425.1113

Email Address swillenborg@usanova.com

APPENDICES

SANDY SPRINGS ON-SITE COMMUNITY DEVELOPMENT



From 2011 to 2018, the Collaborative managed all functions of the Community Development Department of Sandy Springs. Our high-performing original 5-year contract was extended by three years and only ended when the City elected in mid-2020 to convert all positions to direct City employment. The firm also managed the City's Economic Development and Communications Departments, with responsibility for all public affairs communications with the City's neighborhoods and businesses.

The Collaborative's Community Development services included comprehensive planning, zoning, code enforcement, permitting, building inspections, land development review and the zoning board of appeals process. We also administered the City's municipal separate storm sewer system (MS4) and local issuing authority (LIA) compliance programs.

Planning and Zoning

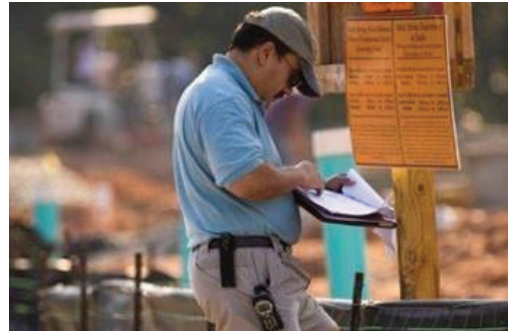
Our approach to planning and zoning was to gear our performance of those functions to the achievement of community goals. The Collaborative's achievements in this area included providing day-to-day support and leading special

"The Collaborative provides thoughtful expertise and creative thinking as they assist the city in our community development and communications programs, working with us from the development of our city center to community relations."

--Eva Galambos,
Former Mayor
City of Sandy Springs, GA

initiatives. For example, the firm led the vision phase of the "Next Ten" master plan project. Staff subsequently helped new Unified Development Code. The new code emphasized smarter infrastructure regulations, updated standards for residential districts, more sensitive environmental practices and the digitization of zoning records. Staff prepared several zoning overlay district and tree ordinance amendments and three subarea planning studies. Staff also designed and facilitated the community visioning phase of the City's "Next Ten" comprehensive plan, and prepared several amendments to environmental regulations,

SANDY SPRINGS CONT.



including making Sandy Springs one of the first jurisdictions to adopt Georgia's new "Blue Book" storm water manual. In support of efforts to strengthen the City's storm water management program, staff brought together the water district, developers, environmental activists and homeowner associations for discussions on development and the environment.

Code Enforcement

The firm's approach to code enforcement focused on education, encouragement of voluntary compliance, and collection of reliable information when writing up violations when prosecution is required. Our staff supervised a revision of code enforcement procedures that provides each officer with a designated geographic area of responsibility for sign enforcement, waste-hauler management, vacant structure enforcement, fleet management, and apartment and gas station sweeps. In collaboration with the Fire Marshal's Office, our code enforcement staff placed priority on educating property owners and managers to increase compliance with new requirements. Code Enforcement also worked with City staff in Revenue, Fire, Communications and Legal to roll out a program to license and monitor vacation rental properties. With respect to sign enforcement, Code Enforcement staff worked with Public Works to

remove 950 illegal right-of-way signs in 2018. We continuously trained staff to increase skills and obtain advanced certifications, cross-trained staff to the GACE Level I certification level and expanded outreach and public awareness via meetings, literature, and the City's website.

Permitting and Inspections

Each month, our permitting and inspections staff issued over 50 commercial and 60 residential building permits; reviewed approximately 40 land plans and 200 building plans; conducted 500-800 building inspections; processed 250 code enforcement cases; and issued over 40 certificates of occupancy. Our Permit Desk served between 30 and 50 customers per day and generated nearly \$3M annually in fees for the City. With the city experiencing significant redevelopment, staff conducted reviews and inspections of a large number of residential and commercial projects. The high level activity can be found in the revenue generated in Building and Development fees. In 2017 fees were \$4.5M.

Reference: See section 2.3.1.4

FULTON COUNTY



Land Document Review Services

Since 2016, the Collaborative has provided in-house plan review and inspection services for unincorporated South Fulton County in the following areas:

- Engineering Review for Land Development
- Site Development/Infrastructure Inspections
- Municipal Separate Storm Sewer System (MS4) inspections and program management
- Georgia Soil Water Conservation Commission Local Issuing Authority (LIA) compliance and program administration

The Collaborative staff is responsible for the management of land development review and construction inspection in unincorporated South Fulton. The firm ensures that all sanitary sewer, stormwater, roadway and associated infrastructure improvements meet County, State and Federal standards. A key firm focus is the application of best management practices and soil and erosion controls standards in accordance with all appropriate State and local regulations. In addition, Collaborative staff ensures that all MS4 and LIA obligations are met, preparing and presenting the report at the Georgia Soil Water Conservation Commission meetings.

Planning and Zoning Services

Since 2017 the Collaborative has maintained a contract to provide planning services to Fulton County, Georgia. Contracted planning services include review and evaluation of development proposals for permit, site plans for compliance with the zoning ordinance and other regulations and the issuance of zoning certifications. Additionally, staff has developed staff reports and recommendations for rezoning, zoning modifications and variance applications.

The range of projects include commercial, multi-family, single family attached and detached subdivisions, building permits and pool, fence and sign permits. Review also includes review for zoning compliance associated with business licenses. Project reviews focus on compliance with the County's Zoning Ordinance and all associated Overlay District Regulations.

Our work with Fulton includes regularly meeting with developers and their representatives as well as the the public.

Reference: See section 2.3.1.4

CITY OF MILTON



The Collaborative provides in-house plan review services to the City of Milton, conducting reviews that focus on hydrology and stormwater requirements, floodplain management, erosion and sediment control, transportation and associated engineering requirements. Project types include plans submitted for a land disturbance permit, preliminary and final plats and site and grading plans associated with building permit applications.

We participate in the City's meetings with developers and engineers, providing input regarding land development requirements. Additionally, we field questions posed by Milton citizens, providing information regarding development projects and City regulations and requirements. We provide on-site staffing, working alongside Milton staff.

Collaborative staff have worked closely with the City to reduce review turnaround times and to improve the quality of the reviews. Additionally, the Collaborative Team has worked to develop standardized review checklists for each review type. Our work has included the assessment of the City's regulations and recommendations on amendments that increase clarity and better achieve the desired intent.



Reference: See section 2.3.1.4

ATLANTA BELTLINE



Ryan Gravel's original vision for Beltline

The Collaborative provided master planning services in support of Atlanta's BeltLine. The most comprehensive transportation and economic development effort ever undertaken in Atlanta, the BeltLine will ultimately connecting 45 neighborhoods via a new transit network, multi-use trails and parks. Making use of an abandoned railroad corridor that encircles Atlanta's urban core, the BeltLine will consist of 22 miles of rail transit, 33 miles of multi-use trails, 1,300 acres of parks, 5,600 units of affordable housing and the remediation and redevelopment of 1,100 acres of brownfields. Already beginning to transform Atlanta, the project's economic impact is estimated to be \$20 billion.

The Collaborative led a team of consultants in the development of Master Plans Updates for two abutting Subareas on Atlanta's west side. Key areas of focus include the creation of affordable workforce housing, economic development, job creation, public health, streetscapes, parks, public art, environmental clean-up, and historic preservation. Westside Quarry Park which, when completed, will be the largest park in the City of Atlanta.

The BeltLine is a linear park that connects

parks, greenspace, and activity centers and has itself become a community gathering area. The community's desire for increased access, via multi-use trails, to the BeltLine corridor and to Westside Quarry Park, while not initially anticipated, became a key item to address as a part of the Master Plan Updates. Defining areas for multi-use paths in a developed urban area is complicated and required development of numerous alternative options, including elevations and perspective sketches for consideration. Additionally, the client requested additional public meetings beyond the number of meetings defined in the contract. Understanding the importance of community engagement and support for the plans, the Collaborative incorporated the meetings with no additional cost.

Location

Atlanta, GA

Reference

Lynnette Reid

Senior Community Planner
404.477.3551
lreid@atlbeltline.org
100 Peachtree St #2300,
Atlanta, GA 30303

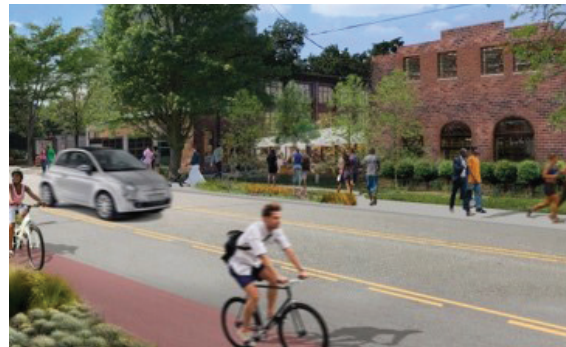
WEST END LCI UPDATE



The Collaborative is providing planning consulting services to the City of Atlanta on behalf of its Department of City Planning for a major update to the West End Livable Centers Initiative (LCI). The Atlanta Regional Commission's Livable Centers Initiative Program seeks to prepare and implement plans for the enhancement of existing centers and corridors consistent with regional development policies. The goals outlined in the LCI are to provide access to a variety of travel modes including transit, roadways, walking and biking, encourage mixed-income residential neighborhoods, employment, shopping and recreation options and develop an outreach process that promotes the involvement of all stakeholders.

The Collaborative is leading a team of consultants in the development of the West End LCI Update. Key areas of focus include the creation of safe roads, improved connectivity, affordable workforce housing, economic development, job creation, parks, public art, and historic preservation.

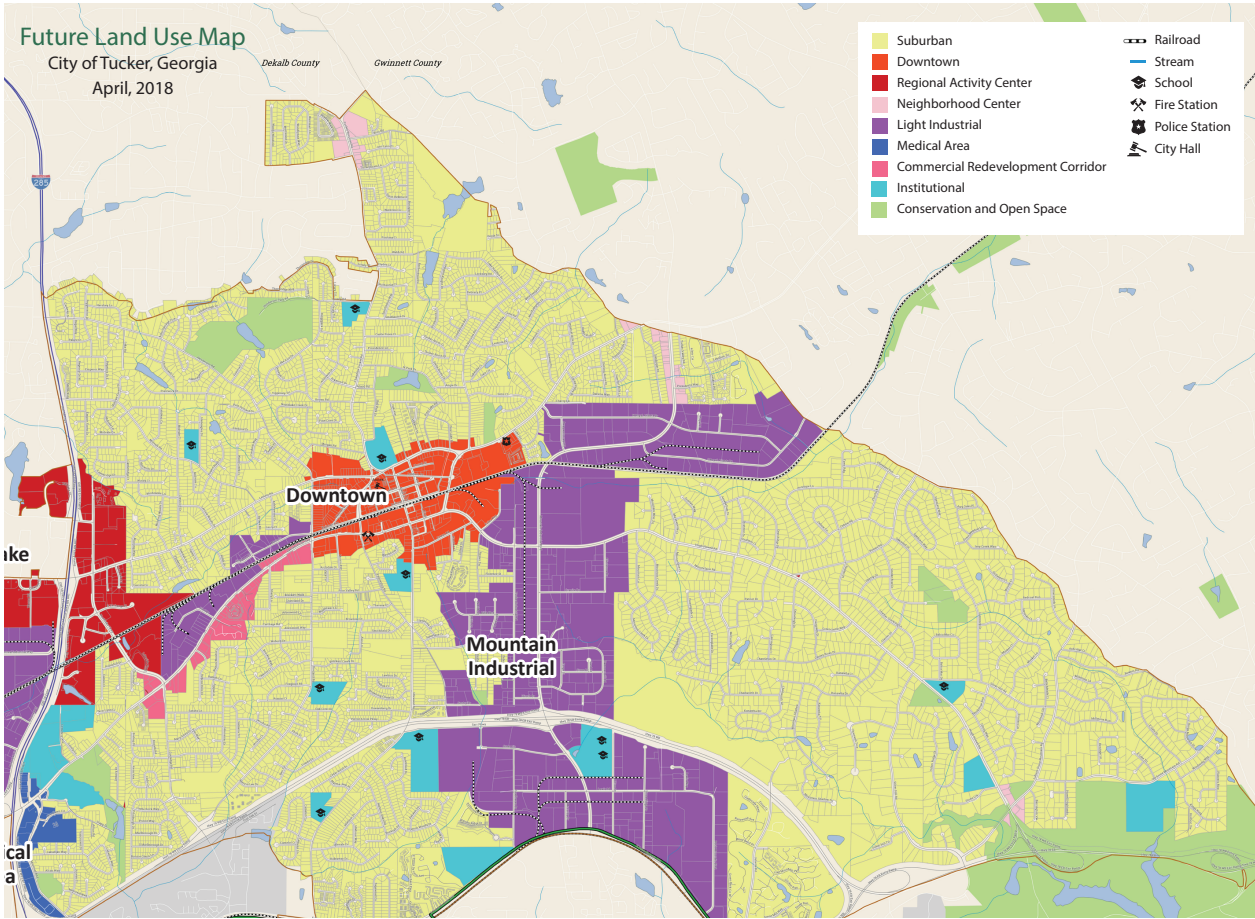
Atlanta's historic West End neighborhood is currently undergoing rapid growth and gentrification. A thorough public outreach process outlined the community's desire for increased access to services and amenities, mixed-income housing and the preservation of existing residential and commercial areas.



Improving streets and expanding existing multi-use trails in an already-dense urban environment required multi-disciplinary collaboration. The end product was the development of alternative options, which included section-elevations, GIS maps, and realistic renderings. The Collaborative organized four stakeholder meetings and four public meetings with the community. In addition, the firm organized bi-weekly conference call meetings with the client and Project Management Team.

Location	Atlanta, GA
Reference	Jessica Lavandier Assistant Director Strategic Planning, Office of Zoning jlavandier@atlantaga.gov 404-865-8522 55 Trinity Ave SW # 3350, Atlanta, GA 30303

TUCKER COMPREHENSIVE PLAN



The comprehensive plan for Tucker, GA, grows out of a highly participatory public process that resulted in broad support for policies and capital improvements to make this new metro Atlanta city of 33,000 a welcoming and safe place to live, work and do business. Recommendations include constructing a new city center and public square in Tucker’s downtown. Zoning changes allow for greater density to help make downtown an even more vibrant place to live, work, shop, recreate, learn, and gather as a community. The envisioned multiuse path system connects neighborhoods to the downtown, schools, library, parks, and regional trail network. A small area plan calls for remaking the Lawrenceville Highway Corridor into a transportation spine that recalls the feeling of traveling along a country road. The economic development strategy focuses on capitalizing on Tucker’s location with the Atlanta region to attract future commercial growth to the city’s existing job centers.



Location	Tucker, GA
Reference	John McHenry Community Development Director Jmchenry@tuckerga.gov 770.530.9998 4119 Adrian St, Tucker, GA 30084

NEPONSET RIVER PLAN AND TRAIL DESIGN



As prime contractor for the award-winning Neponset River Reservation Master Plan and Trail Design, the Collaborative led a master planning and design process that resulted in the creation of a major new system of waterfront parks along Boston's southern boundary. The project involved programming and design of three new waterfront parks, a 2.2-mile multiuse trail, restoration of wildlife areas and wetlands, interpretive exhibits, a major soccer complex, play equipment, and courts for recreational programs.

As prime contractor, the Collaborative led a multidisciplinary team, including surveyors, civil and environmental engineers. Our outreach program included organizing and facilitating more than 35 public meetings, community-design charrettes, public site visits, and special interest roundtables over the course of the project. The project's broad public involvement led to the passage of a \$40 million bond bill to implement the master plan.

A key element was the firm's design of a multiuse trail that linked new active and passive parks built as an outgrowth of the master plan. The Collaborative subsequently was asked to develop construction documents and provide construction of the oversight of the path.

The system of new parks and multiuse trail is today a vibrant destination enjoyed by hundreds of thousands of people each year. The new parks and trail have also triggered development along the river. This includes the development of a

new transient-oriented, mixed-use complex at Mattapan Square for which the Collaborative is serving as landscape architects. The development includes 130 units of affordable housing, retail, courtyards, pathways, and open spaces for residents and the public.

One of America's "Great Places"

American Planning Association

The Great Places in American Program recognizes neighborhoods, streets, and public spaces across the country that represent "the gold standard for a true sense of place, cultural and historical interest, community involvement, and a vision for the future" according to the APA.

Master Planning and Landscape Architecture Award

Boston Society of Landscape Architecture

Location

Boston, MA

Reference

Dave Queeley

former Metropolitan District Commission (Now DCR)
project representative
david@csndc.com
617- 894-4748
587 Washington Street
Dorchester, MA 02124

the COLLABORATIVE



Change for Good[®]



Request for Proposals - RFP 20-04

Municipal Government Services

Issue Date: March 16, 2020

Proposal Due Date: April 17, 2020

Request for Proposals (RFP) 20-04
Municipal Government Services Procurement

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for Purchasing RFP 20-04 Municipal Government Services Procurement. The City will consider service providers whose proposals meet the criteria established in the Request for Proposals. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors. **Work is to commence on or about January 1, 2021.**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked “**John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Government Services.**” Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Monday, April 17, 2020**, at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

The City will hold a **Pre-Proposal Conference at 1 p.m. ET on Monday, March 30, 2020** at the City of Dunwoody, Dunwoody Hall, 4800 Ashford Dunwoody Road, First Floor, Dunwoody, GA 30338. The conference will include a review of the proposal documents and a question and answer session. Attendance at the Pre-Proposal Conference is strongly encouraged, but not required. Prior to the Pre-Proposal conference, the City will post a meeting agenda on the City’s website. The City expects Contractors to be familiar with the proposal requirements and to provide the City with any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for Contractor questions.

NOTE: At the time of the release of the RFP, the COVID-19 Pandemic was causing disruptions nationwide. We are assuming the above pre-proposal conference will become a virtual event. Please check with purchasing@dunwoodyga.gov for updated information.

Contractors shall submit all questions regarding Purchasing RFP 20-04 via email only to Purchasing@dunwoodyga.gov no later than Wednesday, April 1, 2020 at 2:00 pm EST. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City’s website.

Proposals should be clearly marked on the outside packaging with “**John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Governing Services**” and addressed as follows:

John Gates, Purchasing Manager

Confidential – RFP 20-04
Municipal Government Services
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338

Contractors may not withdraw their proposal for a period of one hundred and eighty (180) days after the time and date scheduled (or subsequently rescheduled) for proposal opening. The City's staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list firms that the City deems best meet the 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 Bidders, or only from those firms that are short-listed.

To support a non-biased evaluation of submitted proposals, **the City is requesting Bidders to submit their proposals in two (2) clearly labeled separate SEALED envelopes. The first envelope shall include the TECHNICAL proposal, containing one (1) printed and signed original, (6) printed copies, and one (1) electronic copy in searchable PDF. The second sealed envelope shall include the COST proposal, containing one (1) original printed copy signed by an authorized representative and one (1) electronic copy.**

The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement TECHNICAL Proposal.**

The cost proposal envelope should only contain the Bidder's cost proposal; the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement COST Proposal.**

All proposals may be subject to public inspection under Georgia law.

The City will score all technical proposals first and then evaluate cost proposals. Following the review of the technical proposals, the City will review Bidders' cost proposals and calculate the final score for each proposing Bidder. The City reserves the right to review only the cost proposals from the highest ranked vendors who demonstrated, in the City's option, the best ability to meet the needs of the City.

The City may negotiate with the highest-ranking vendor for each service area. Negotiations may take place in person or via telephone with the qualified firm(s) as identified by the City, or if short-listing occurs, the City may negotiate with some or all of the short-listed Bidders. The City may give Bidders an opportunity to submit their best and final offers; which shall include a contract signed by the Bidder. 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.

The Bidder awarded the Contract must provide proof of liability insurance, along with any other required insurance coverage and evidence of business or occupational license, as outlined in the RFP.

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 Bidder, 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 Bidder submitting the proposal, deemed by the City, in its sole discretion, to be the most advantageous to the City, price and other factors considered.

To ensure the proper and fair evaluation of proposals, the City prohibits any communication, except as expressly authorized herein regarding this solicitation initiated by a Bidder 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 final decision (vote) has been made with respect to the Contract award.

A designated employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by Bidder regarding this solicitation during evaluation period should be submitted in writing, marked CONFIDENTIAL and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338, or by e-mail to **Purchasing@dunwoodyga.gov**. **Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.**

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1. General Information

1.1. Background

The City of Dunwoody is an incorporated city (2008) on the north side of metro Atlanta with a 2010 census population of 46,267. It is a scenic community with many of the metro area's top dining, shopping, schools, and recreation. The City of Dunwoody is settled at the most northern tip of DeKalb County, bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant amount of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, a variety of places of worship and several neighborhood level shopping centers and office complexes. The road network and public transit provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family friendly and convenient location for businesses and visitors.

The City functions under the governance of a City Council and the management of a City Manager. The City provides municipal services to its citizens and businesses in a unique and progressive manner through a partnership with private firms. From the initial incorporation, the City has operated as a public-private partnership (PPP), with the vast majority of City staff employed by private companies where the City has determined that the PPP model adds value, flexibility, promotes competition, builds accountability, and provides the highest level of customer service to the citizens of the City.

1.2. Purpose of Procurement

The existing municipal services contracts for Public Works, Finance and Administrative Services, Planning and Zoning, Information Technology, Permitting and Inspections, Parks and Recreation and Public Relations/Marketing are set to expire on December 31, 2020. The purpose of this RFP is to enter into a public-private partnership with highly experienced service providers who have the capability and professional staffing resources required to provide high quality service and increased efficiencies of municipal operations. Firms shall provide service to the City for the period of four years, plus one additional year at the City's option.

The City is searching for the Contractor(s) that will be able to provide municipal services in the following service areas: Public Works, Finance and Administrative Services, Planning and Zoning, Information Technology, Permitting and Inspections, and Parks and Recreation and Facilities Management. Bidders may respond to more than one service area. Staffing levels during the contract may be fluid and are expected to be provided by staff assigned to the City on a full-time basis, part-time basis, and back office support. Staffing levels rise and fall in conjunction with the workload. The RFP is to identify Contractors who can accomplish the scope of work in the most advantageous, and

perhaps creative, methods. The contract is NOT a staffing arrangement; nor does the current RFP merely mirror the existing staffing structure and scope of work for the current PPPs. Accordingly, head counts, existing staff evaluations, organization structures and costs may not be relevant to proposals for this RFP and should be considered only under this understanding.

The City seeks Contractor(s) to manage the delivery of municipal services in a responsive, economical, and efficient manner. Furthermore, the City expects that the Contractor(s) will identify any causes of inefficiencies or uneconomical practices, including inadequacies related to the types of policies and procedures within respective service areas. The City expects Contractors to continuously improve the services delivered to the City's residents by tracking key performance indicators and by providing ongoing professional development for contracted staff.

1.3. Term of Contract

The term of the contract for the delivery of municipal services in each service area will be from January 1, 2021 through the following forty-eight (48) succeeding months, plus another twelve (12) months at the City's election.

Anticipated Schedule of Events

RFP Issue Date	Monday, March 16, 2020
Pre-Proposal Conference	Monday, March 30, 2020 at 1 p.m.
Last Day for Questions	Wednesday, April 1, 2020 at 2 p.m.
Proposal Due Date	Friday, April 17, 2020 at 2 p.m.
Written Proposal Evaluations	Mon., April 20 – Fri., May 1, 2020
Interviews for Short Listed Bidder's	Thur., May 7 – Wed., May 13, 2020
Contract Award	Monday, June 1, 2020
Executed Contract Commences	Wednesday, January 1, 2021

NOTE: At the time of the release of the RFP, the COVID-19 Pandemic was causing disruptions nationwide. We are assuming the above pre-proposal conference will become a virtual event. Please check with purchasing@dunwoodyga.gov for updated information.

(Note: Dates are subject to change)

* * * END OF GENERAL INFORMATION * * *

1. Scope of Work

1.1 Scope of Required Services

For the purpose of this RFP, Contractor(s) will provide all municipal services for the City of Dunwoody; the City divided the service areas into eight (8) separate functions:

- 2.2 Public Works
- 2.3 Finance and Administrative Services
- 2.4 Planning and Zoning
- 2.5 Information Technology
- 2.6 Permitting and Inspections
- 2.7 Parks and Recreation
- 2.8 Facilities Management

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area, and the City will evaluate each Contractor's qualifications in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one Contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience and has the capacity to properly staff and manage the delivery of high quality services to our constituents.

For all work provided to the City of Dunwoody, the Contractor(s) shall meet the following general service delivery requirements:

- a) Provide services under the direction of the designated City Official. Such services shall encompass all those duties and functions reasonably and customarily associated with delivery of the required services in accordance with local, state, and federal laws including, but not limited to, the City Charter, City ordinances, and laws of the United States and the State of Georgia.
- b) Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material and maintain all required Safety Data Sheets (SDA) forms on site at the City.
- c) Comply with all local, state and federal documentation retention requirements including, but not limited to, the City's document retention schedules, as adopted and amended by City Council.
- d) Support the established culture throughout the City and community of Dunwoody.
- e) Promote information sharing and collaborative work between all City staff and Contractors.
- f) Identify, record and report relevant key performance indicators for contracted service areas. Contractor(s) shall submit monthly reports based on established key

performance indicators. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as, additional key performance indicators approved by the City Manager during the term of the contract. The contractor lead representative will also have a meeting every 60-90 days with representatives from the city management to discuss deficiencies in their operations.

- g) Develop, implement, maintain, and improve strategies to attract and retain highly-qualified employees in the appropriate number to maintain the required level of service and to fill vacancies in staffing promptly as defined by the City for each position. In regards to this issue, staffing strategies are at the discretion of the Contractor. However, during the term of the Contract, the Contractor shall discuss with the City Manager and/or Department Head minimum qualifications and staffing requirements each time a position is to be filled. Traditionally, existing staff members have been retained when appropriate, for the new Contract. Contractors are expected to propose what they deem to be the most effective and efficient staffing level to meet the scope of services.
- h) Staff shall not be reassigned from the City without written approval, which shall not be reasonably withheld. Furthermore, Contractors shall not approach staff regarding potential reassignments (internal or external) without prior discussion with the City Manager or designee.
- i) Research current and relevant trends and laws that might have an impact on the City and service delivery, providing communication on the impact of the events to the City.
- j) Identify and apply for grants matching strategic goals of the City.
- k) Provide the City with employees that have the technical knowledge to operate City-owned IT infrastructure and software within their respective departments (Please see Appendix C for the detailed list of City-owned software and hardware).
- l) Throughout the term of the contract, maintain and implement documented training programs to guarantee that contracted staff members remain at the top of their field throughout the duration of their specified assignment(s) with the City.
- m) Prepare an annual document in collaboration with the City that outlines education and professional development provided to staff during the prior year and outlines training that will be delivered to the staff providing services, and provide said training to their employees. Such document shall include budget estimates to be paid from the education and training line item of the Contractor's burden factor.
- n) Throughout the term of the contract, research and implement operational improvements to increase efficiencies, improve service and reduce operating expenses.
- o) Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes.
- p) Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.
- q) Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.

- r) Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles. The City may utilize any vehicle described in section 7.5 (G) of the General Conditions when not in use by the Contractor.
- s) Obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.
- t) Furnish and maintain for the benefit of the City all labor, supervision, and equipment not otherwise provided, which are necessary and proper for performing the services, duties, and responsibilities set forth and contemplated as necessary to maintain the required level of service.
- u) Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized.
- v) Maintain, for purposes of City business, established business hours and provide appropriate staff to perform any after-hours requirements. Such hours are established by the City Manager and are subject to change throughout the term of the contract. Monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- w) Normal office hours of any individual contractor may not extend before 8 a.m. nor later than 5 p.m. without express written permission of the City Manager and must be reviewed and confirmed again in writing by each January 1st of the contract.
- x) All contracted staff who are considered a 1.0 full-time equivalent position by the Contractor and City must receive the same paid holidays as full-time city staff and should the City be closed for inclement weather will receive the same benefit as full-time employees (e.g. If the employees are paid for that day or partial day the contractor will be paid the same.)
- y) Proposals must have a plan for EEO training for all staff and management and supervisory training for all supervisors.
- z) Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- aa) Use only the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail.
- bb) Prepare and provide to the City update reports submitted semi-annually and within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the current status of specific key performance indicators established for each service area.
- cc) Prepare and provide to the City annually (during the budget process), the strategic management plan for continued services in the specific service area managed by the Contractor.
- dd) Maintain and update at least semi-annually the scope of work, listing specific services to be delivered in the service area managed by the Contractor.

- ee) Designate an employee responsible for the proper maintenance of all City records in accordance with the City's records retention policy including both archival and destruction.

In addition, the Contractor(s) shall provide the specific services described in the sections following:

1.2 Public Works

The Department of Public Works is responsible for the management, development, safety, and maintenance of the City's roadways, parks, and stormwater systems. Its major functions include transportation planning, infrastructure maintenance management of the city's stormwater utility, emergency preparedness as it relates to public works functions, traffic engineering, and capital project management. The Public Works department is charged with providing high quality and responsive service to the residents and business owners of Dunwoody, including the on-call and maintenance staffs who strive to respond to citizen and community requests in a professional and timely manner. Currently, the Department maintains 150 centerline miles of roadway, and 65 linear miles of sidewalks, addressing issues such as:

- Repairing damaged curbs, gutters, catch basins, sidewalks and roadway paving
- Maintaining traffic lights and signs
- Maintaining rights-of-way by mowing grass and removing trash and debris
- Working closely with the regional, state, and federal agencies to assure that roads within Dunwoody are maintained and improved

1.2.1 General Requirements

Contractors responding to the Public Works scope of work shall perform the following services:

- 1.2.1.1** Provide services under the direction of the City Manager and/or Public Works Director or designee. The Public Works Director is a City employee.
- 1.2.1.2** Provide a full-time, on-site Acting Public Works Director during periods of leave and vacancy with the existing Public Works Director position, approved by the City, with full responsibility to manage all Public Works, and Stormwater staff necessary to properly perform the services, duties, and responsibilities set forth.
- 1.2.1.3** Provide the City with a primary contact to act as a liaison between the City and the Contractor.
- 1.2.1.4** Provide the City with a primary contact to act as a liaison between the City and the appropriate person at outside agencies (e.g. DeKalb Department of Watershed Management).
- 1.2.1.5** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.2.1.6** Provide supervision of Contractor(s) staff providing Public Works Services

to ensure that all contractual requirements are performed effectively and efficiently. The City Public Works Director will provide day-to-day operational supervision for department staff.

- 1.2.1.7** Develop capital improvement plans for applicable Public Work service areas.
- 1.2.1.8** Provide, manage, and oversee ongoing project management, engineering, design, and maintenance for the operation as needed to meet the needs of the City.
- 1.2.1.9** Provide supervision of Contractors providing Public Works services to ensure that Contractors meet City performance standards.
- 1.2.1.10** Conduct all activities necessary to maintain a first class traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.
- 1.2.1.11** Conduct all activities necessary to maintain a street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks, and related projects.
- 1.2.1.12** Maintain the inventory of all transportation related assets, which shall include, but not be limited to, traffic signals, street signs, streetlights, guard rails, sidewalks, roads, curbs, gutters, traffic calming devices, stormwater catch basins and inlet structures. The City will provide the Contractor an asset inventory as of January 1, 2021 in a manageable electronic database format.
- 1.2.1.13** Respond to public requests and complaints in a timely and professional manner and keep the appropriate logs and tracking records of the resolution of all such requests and complaints.
- 1.2.1.14** Attend City meetings to represent Public Works as required and directed by the City Manager and/or Public Works Director.
- 1.2.1.15** Track, maintain, and report on key performance indicators established by the City for Public Works in a timely manner.
- 1.2.1.16** Identify and perform other Public Works assistance where the Contractor reasonably anticipates needs, which are not specifically set forth above.

1.2.2 Street Maintenance and Striping

The Contractor shall provide the following services:

- 1.2.2.1** Manager City's contractor responsible for maintenance and repair of all City Streets, including but not limited to, pothole repair, paving and striping as directed by the City.
- 1.2.2.2** Oversee the City's pavement management program.

- 1.2.2.3** Oversee all maintenance work in compliance with current Georgia Department of Transportation (GDOT) specifications.
- 1.2.2.4** Oversee unanticipated and emergency road repairs such as washouts, sinkholes and damage caused by vehicle accidents.
- 1.2.2.5** Conduct all activities necessary to maintain a first class roadway and bridge infrastructure system in accordance with national and state standards, including, but not limited to, overseeing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning and repairs necessitated by storm events.
- 1.2.2.6** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.2.7** Coordinate emergency responses, as they relate to Public Works, to all weather-related events.
- 1.2.2.8** Identify and perform other street maintenance and striping responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.2.3 Traffic Signals, Street Signs and Street Lights

The Contractor shall provide the following services:

- 1.2.3.1** Provide traffic engineering services by staff holding sufficient expertise and experience to review and adjust signal timing, troubleshoot signals and review traffic plans.
- 1.2.3.2** Maintain the proper operation and ensure proper maintenance of all traffic signals, street signs and streetlights at all times within the City of Dunwoody.
- 1.2.3.3** Traffic signals shall be operational continuously and Contractor shall be responsible for coordinating emergency response to signal outages or malfunctions.
- 1.2.3.4** Coordinate the adjustment and/or alignment of signal heads for proper pedestrian and vehicular traffic.
- 1.2.3.5** Inspect signal timing and make adjustments as required. (The city will pay the labor and materials for a contract crew to repair signals and update signal timing plans. However, the City expects the Contractor to be able to identify whether a signal is malfunctioning, oversee required repairs and make minor timing adjustments.)
- 1.2.3.6** Oversee and manage the regular inspection and cleaning of traffic signal cabinets and equipment.
- 1.2.3.7** Oversee signal timing projects and equipment upgrades, and review

signal related elements of capital projects.

- 1.2.3.8** Monitor the City's traffic control city as needed to keep signal equipment and communications fully operational.
- 1.2.3.9** Respond to emergency traffic events and implement signal timing to mitigate traffic impacts.
- 1.2.3.10** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.3.11** Identify and perform other traffic signals, street signs, and streetlights responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.2.4 Sidewalks, Gutters and Related Street Areas

The Contractor shall provide the following services:

- 1.2.4.1** Oversee the maintenance and construction of any new sidewalks and curbing to ensure completion in accordance with standards as directly by the City (e.g. GDOT as well as applicable AASHTO and ASTM standards).
- 1.2.4.2** Maintain first class sidewalks, gutters, and related street areas including, but not limited to, overseeing all necessary maintenance and cleaning of the same as directed by the City.
- 1.2.4.3** Oversee the maintenance of the City's Rights-of-Way (ROW), including landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems consistent with the standards of the Department.
- 1.2.4.4** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.4.5** Identify and perform other sidewalks, gutters, and related street area responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.2.5 Traffic and Transportation Engineering

The Contractor shall provide the following services:

- 1.2.5.1** Review and update the inventory of the City's existing road conditions and review the re-paving plan, the long-term schedule, and the associated annual costs.
- 1.2.5.2** Review and revise the existing striping plan and the associated schedule and projected yearly costs.
- 1.2.5.3** Monitor the existing traffic signal system and create an annual schedule

for all required updates.

- 1.2.5.4** Maintain communications with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding.
- 1.2.5.5** Work with the community and the PCID to set public space standards for all Dunwoody commercial areas.
- 1.2.5.6** Continuously explore methods of improving traffic flow in a non-grid environment.
- 1.2.5.7** Review and if applicable, revise plans to provide appropriate infrastructure to enhance the traffic flow of pedestrians and cyclists.
- 1.2.5.8** Manage the city's traffic calming program using current best practices.
- 1.2.5.9** Utilize the latest GIS equipment and technology to review and update transportation infrastructure and pavement condition data.
- 1.2.5.10** Analyze, evaluate, and synthesize all the above transportation elements into the existing Comprehensive Transportation Plan as appropriate.
- 1.2.5.11** Identify and perform other traffic and transportation engineering responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.2.6 Stormwater

The Contractor shall provide the following services:

- 1.2.6.1** Provide a stormwater utility manager approved by the City, with full responsibility to manage and perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved manager without written approval from the City, such approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.
- 1.2.6.2** Provide ongoing engineering, design, and management of the maintenance of stormwater systems, as needed, to meet the needs of the City in accordance with all applicable standards and as directed by the City.
- 1.2.6.3** Review, update, and implement all necessary policies, protocols, rules, and regulations necessary to meet or exceed the City's stormwater

requirements under applicable, federal, state, and local laws, including, but not limited to, federal clean water requirements and State of Georgia National Pollutant Discharge Elimination Standards (NPDES) permitting and compliance.

- 1.2.6.4** Prepare and submit stormwater management plans, permit updates and annual reports to the Georgia Environmental Protection Division and achieve compliance.
- 1.2.6.5** Integrate activities when applicable with Planning and Zoning and other departments as necessary. Review hydrology reports and stormwater management plans for development projects.
- 1.2.6.6** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.2.6.7** Identify, document and, if deemed applicable by the City, implement water conservation practices and methods.
- 1.2.6.8** Create, maintain, store, and retrieve available documents that are necessary for the effective implementation and operation of the City's stormwater requirements under applicable, local, state, and federal laws.
- 1.2.6.9** Prepare the parcel level data necessary to calculate the billing data for stormwater customers and communicate the calculations to the appropriate parties in a timely manner.
- 1.2.6.10** Conduct post construction stormwater enforcement as necessary.
- 1.2.6.11** Maintain and update the City's stormwater infrastructure GIS database.
- 1.2.6.12** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.6.13** Identify and perform other stormwater responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.7 Capital Project Management

2.2.7.1 Preconstruction

2.2.7.1.1 Provide a Professional Engineer licensed in Georgia and all necessary support to coordinate all aspects of preconstruction for assigned capital projects included but not limited to:

- Prepare and review project budgets and schedules
- Design consultant selection
- Public involvement

- Communication with the public and city council
- Design review
- Utility coordination
- Rights-of-way acquisition
- Permitting
- Bid preparation

2.2.7.1.2 Provide technical support for other public works initiatives as needed.

2.2.7.2 Construction

2.2.7.2.1 Provide construction project management plan for certain infrastructure and parks capital projects and to be the point of contact for all communications between the city, the contractor, design engineer, materials testing company, adjacent property owners and other affected parties.

2.2.7.2.2 Ensure compliance with the contract documents and city standards and specifications

2.2.7.2.3 Manage materials testing contracts.

2.2.7.2.4 Conduct preconstruction and project meetings. Prepare meeting agendas and minutes.

2.2.7.2.5 Maintain a daily presence on active construction sites. Monitor the contractor's progress and enforce all requirements of applicable codes, contract documents and city standards and specifications. Take photographs.

2.2.7.2.6 Review and monitor the construction schedule.

2.2.7.2.7 Review and process contractor progress payments for approval by Public Works Director.

2.2.7.2.8 Perform all construction administrative activities including correspondence and document control.

2.2.7.2.9 Coordinate all aspects of the departmental procurement process including, but not limited to review, comment and facilitate responses to requests for information, evaluate and negotiate change orders, prepare the scope of work for requests for qualifications, proposals and bids, conduct pre-proposal meetings, respond to questions and coordinate with the city purchasing manager, review proposals, bids and pay applications, and manage construction contracts, schedules and budgets for capital projects.

2.2.7.2.10 Document changes to the design and coordinate as-built drawings.

- 2.2.7.2.11** Conduct technical reviews of construction documents.
- 2.2.7.2.12** Provide coordination and review of contractor's staging and detour plans.
- 2.2.7.2.13** Coordinate communications to the public with the city's public relations staff.
- 2.2.7.2.14** Provide final inspection services and project closeout activities.
- 2.2.7.2.15** Provide post-construction services as needed for project closeout and warranty issues.
- 2.2.7.2.16** Maintain production reports reflecting time and other costs dedicated to individual capital projects.

2.2.8 Utility Coordination

- 2.2.8.1** Maintain contacts with all utility companies located within City right of way.
- 2.2.8.2** Notify utility contacts when citizen complaints are received by the city.
- 2.2.8.3** Review utility encroachment permits submitted for utility work in City right of way.
- 2.2.8.4** Coordinate with utility companies regarding City infrastructure projects including conducting quarterly utility coordination meetings.
- 2.2.8.5** Oversee utility work in the public right of way for compliance with City standards and regulations.

2.2.9 Emergency Preparedness

As it relates to Public Works functions, the Contractor shall provide the following services:

- 2.2.9.1** Review, revise and implement policies and guidelines, and coordinate, operate and maintain the City's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices.
- 2.2.9.2** Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS as it relates to Public Works activities.
- 2.2.9.3** Assist the Police Department with chains or other traction devices (to the extent requested) in the event of a snow or ice storm, which may impair the traction of Police or other City vehicles.
- 2.2.9.4** Identify and perform other emergency preparedness responsibilities, as

related to Public Works, where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3 Finance and Administrative Services

The City of Dunwoody Finance and Administration Department is responsible for all financial operations, contract administration, administrative and facility services. Currently the City bills around 2,400 occupation and excise taxpayer businesses annually. The Department's mission is to provide all stakeholders in a transparent and efficient manner with professional, courteous, and reliable services that are timely and accurate.

The services provided by the Finance and Administration Department include:

- Administrative Assistance and Reception
- Accounting
- Budgeting Services
- Revenue Control
- Purchasing Services
- Risk Management

1.3.1 General Requirements

Contractors responding to the Finance and Administrative scope of work shall perform the following services:

- 1.3.1.1** Identify and perform Finance and Administrative assistance where the firm reasonably anticipates needs, which are not specifically set forth below.
- 1.3.1.2** Provide services under the direction of the City Manager and/or City Finance Director or designee. The Finance Director is a City employee.
- 1.3.1.3** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.3.1.4** Provide supervision of Contractor(s) staff providing Finance and Administrative Services to ensure that all contractual requirements are performed effectively and efficiently. The City Finance Director will provide day-to-day operational supervision for department staff.
- 1.3.1.5** Provide a full-time, on-site Acting Finance Director during periods of leave and vacancy with the existing position, approved by the City, with full responsibility to manage all Finance staff necessary to properly perform the services, duties, and responsibilities set forth
- 1.3.1.6** Provide additional staffing resources on an as needed basis to support the

City, such as during financial audits, website updates and special projects.

- 1.3.1.7** Provide employees that are proficient with the software utilized by the Finance and Administrative Department. This, at a minimum, includes the Microsoft Office Suite.
- 1.3.1.8** Adhere to all established internal controls and procedures.
- 1.3.1.9** Perform roles related to facility management including, but not limited to, small repairs at City Hall, maintenance of building equipment such as door locks and key assignments and coordination with property management.
- 1.3.1.10** As it relates to Finance and General Administrative Services functions, track, maintain and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.
- 1.3.1.11** Have included in their staffing a fulltime Certified Public Account or Certified Public Financial Officer at all times.

1.3.2 Administrative Assistance and Reception

The Contractor shall provide the following services:

- 1.3.2.1** Provide dedicated clerical and administrative support for the office of the City Manager, as well as clerical and administrative support for elected officials and the City Finance Director.
- 1.3.2.2** Receive and screen visitors and telephone calls at the reception station to be staffed by the firm at all times during the City's business hours (currently 8 am – 5 pm except for holidays), providing first-tier responses to customer inquiries.
- 1.3.2.3** Coverage for the City's front desk reception area can use other full-time contracted staff to cover the desk for short breaks during the day; but for extended period of times, such as and including lunch hours, the desk should not be covered using contracted staff dedicated to full time equivalent positions in other areas. Exceptions can be made by the City Manager or his/her designee for emergencies.
- 1.3.2.4** Ascertain the need of visitors and callers, and direct the person to the proper department or person within the municipality to meet his/her needs.
- 1.3.2.5** Collect and sign for all incoming and outgoing mail or express packages and maintain a log of packages, monetary receipts, carrier, sender, and recipient.
- 1.3.2.6** Maintain and post calendars and agendas for the City Clerk, City Manager, Mayor and City Council, as well as other City boards, commissions and

teams.

- 1.3.2.7** Coordinate travel arrangements as required under the City's travel policy for the City Manager, Mayor, City Council, and other staff as necessary.
- 1.3.2.8** Provide dedicated administrative support and services to the City Manager's departmental staff to provide relief from the management of administrative details. Screen visitors and callers to minimize unproductive and/or unnecessary interruptions.
- 1.3.2.9** Compose correspondences and respond to general inquiries on behalf of the City Manager.
- 1.3.2.10** Type, proofread, edit and format meeting transcriptions and other formal correspondence.
- 1.3.2.11** Attend all City Council meetings and hearings and other meetings, as directed by the City Manager or designee.
- 1.3.2.12** Respond to all inquiries as directed.
- 1.3.2.13** Provide and maintain access to data to other City contract providers as necessary.
- 1.3.2.14** Coordinate and assist various [internal] events such as holiday luncheon and teambuilding activities.
- 1.3.2.15** Identify and perform other administrative assistance and reception where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.3 Administrative Assistance to the City Clerk

- 1.3.3.1** Provide services under the direction of the City Manager and/or City Clerk or designee. The City Clerk is a City employee appointed directly by Council.
- 1.3.3.2** Provide dedicated, full-time, on-site clerical and administrative support for the office of the City Clerk.
- 1.3.3.3** Maintain and administer the City's system of archiving documents, records, and contracts for all City departments at the direction of the City Clerk, protecting the integrity of all public records in accordance as set forth in the Official Code of Georgia Annotated (OCGA).
- 1.3.3.4** Maintain and administer the City's document imaging system and records retention management.
- 1.3.3.5** Format, print, route and store ordinances, and resolutions for the City Clerk.
- 1.3.3.6** Manage, document and respond appropriately to open records requests on behalf of the City as directed by the City Clerk.

- 1.3.3.7** Duplicate and distribute materials for City meetings.
- 1.3.3.8** Organize and store City contracts as directed by the City Clerk.
- 1.3.3.9** Post public notices as directed.
- 1.3.3.10** Ensure compliance with all open records and open meeting laws as set forth in the OCGA and assist the City Clerk during meetings by taking attendance and recording motions and votes. The dedicated staff for the City Clerk is expected to attend all City Council meetings.
- 1.3.3.11** Perform City Clerk's responsibilities upon the City Clerk's absence.
- 1.3.3.12** Assist in the coordination of municipal and special elections, disclosure requirements, and qualifications, including, but not limited to, addressing polling station issues, preparation of ballot questions, or any other related issues arising from election matters.

1.3.4 Accounting

The Contractor shall provide the following services:

- 1.3.4.1** Provide a full-time qualified manager of all Accounting staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.
- 1.3.4.2** Maintain all financial records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB), best practices and advisories of the Governmental Finance Officers Association (GFOA) and the City's accounting manual.
- 1.3.4.3** Produce and deliver to the City Finance Director in a timely manner any and all financial information and reports as requested by the City Finance Director.
- 1.3.4.4** Assist in developing and implementing the policies and procedures established by the City Finance Director for the withdrawal/transfer and disbursement of City funds, promotion of internal controls and reporting of financial information.
- 1.3.4.5** Process all invoices presented with proper approval for payment, process only invoices presented with proper approval.
- 1.3.4.6** Promptly identify and pay all City bills and obligations, including payroll, in accordance with Georgia law and sound business practices.

- 1.3.4.7** Properly code and record all financial transactions of the City under the direction of the City Finance Director.
- 1.3.4.8** Prepare and review journal entries, direct pays and wire transfers.
- 1.3.4.9** Maintain capital asset records.
- 1.3.4.10** Maintain accounting subsidiary ledgers and supporting schedules to support account balances in the general ledger.
- 1.3.4.11** Maintain cash and investments in accordance with approved investment policies and applicable laws.
- 1.3.4.12** Identify and maintain records and accounting for all grants and capital projects.
- 1.3.4.13** Prepare responses for surveys for other governmental agencies and authorities as directed by the City Finance Director.
- 1.3.4.14** Assist the City Finance Director and City Clerk with contract administration and supervision of contracts and agreements.
- 1.3.4.15** Assist the City Finance Director with obtaining financing when necessary.
- 1.3.4.16** Prepare monthly financial reports for the City Finance Director's review in order to distribute to City Council by the fifteenth of the following month as required by the City Charter (as codified).
- 1.3.4.17** Identify and analyze financial trends and variances and report them to the City Finance Director.
- 1.3.4.18** Compile operating and financial data to assist with the preparation of the annual budget.
- 1.3.4.19** Prepare all required annual reports including the City's Comprehensive Annual Finance Report (CAFR) to be delivered to the Department of Audits within the requirements and deadlines established in OCGA.
- 1.3.4.20** Prepare a Popular Annual Financial Report (PAFR) under the requirements and guidelines published by GFOA and internal deadline requirements.
- 1.3.4.21** Coordinate and cooperate with external auditors and provide requested information and reports for year-end and interim reporting.
- 1.3.4.22** Document all accounting procedures and processes as well as perform tests and walk-throughs to ensure sound accounting procedures and processes.
- 1.3.4.23** Identify and develop a staff "Super User" of the City's financial accounting system to train and instruct City staff on the proper use of the software and processes.
- 1.3.4.24** Maintain a tickler file of all reports and deadlines completed by the City

regularly.

- 1.3.4.25** Identify and perform other accounting responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.5 Budgeting Services

The Contractor shall provide the following services:

- 1.3.5.1** Comply with all requirements of the City Charter (as codified) specifying the requirements of budgeting for the City, including, but not limited to, Sections 5.02, 5.03 and 5.04.
- 1.3.5.2** Comply with all requirements of the budget policy as approved or amended from time to time by the Mayor and City Council and recommend amendments to the policy as needed and identified.
- 1.3.5.3** Assist the City Finance Director and City Manager as directed with budget preparation and preparation of reports and schedules.
- 1.3.5.4** Monitor City expenditures and prepare analytical reviews as directed.
- 1.3.5.5** Meet with department heads when directed and review preliminary budgets prior to developing the final City budget.
- 1.3.5.6** Assist departments throughout the year in managing budgetary thresholds. Prepare, with assistance from Marketing and Public Relations, an attractive and professional annual budget book for submission to GFOA's award program. The document shall include all required and suggested components indicated by GFOA.
- 1.3.5.7** Prepare, maintain, and update the 5-year Capital Improvement Program budget, when requested.
- 1.3.5.8** Prepare ongoing cash flow analysis, financial reports, planning models and trend analysis to assist in short, and long term financial planning as directed by the City Finance Director.
- 1.3.5.9** Serve as a liaison with all City departments on budget preparation and administration.
- 1.3.5.10** Provide materials, schedules, and other documentation for all budget meetings, hearings and public meetings.
- 1.3.5.11** Identify and perform other budget responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.6 Revenue Control

The Contractor shall provide the following services:

- 1.3.6.1** Maintain and improve, where possible, the City's processes and procedures that identify, record and secure all City revenues.
- 1.3.6.2** Maintain all revenue control records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards, and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA).
- 1.3.6.3** Produce and deliver to the City Finance Director in a timely manner any and all revenue control information and reports as requested by the City Finance Director.
- 1.3.6.4** Coordinate collection of all City-collected fees received by other departments.
- 1.3.6.5** Reconcile cash receipts collected daily and prepare daily deposits for the bank.
- 1.3.6.6** Identify record and report relevant accounting performance measurements.
- 1.3.6.7** Document all revenue control procedures and processes as well as perform tests and walk-throughs to ensure sound revenue control procedures and processes.
- 1.3.6.8** Identify and develop a staff "Super User" of the City's revenue control processes to train and instruct City staff on the proper use of the software and processes.
- 1.3.6.9** Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standard changes.
- 1.3.6.10** Identify and perform other revenue control responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.7 Purchasing Services

The Contractor shall provide the following services:

- 1.3.7.1** Comply with all requirements of the City Charter (as codified) specifying the requirements of procurement of the City, including, but not limited to, Sections 5.05 and 5.06.
- 1.3.7.2** Comply with all requirements of the Purchasing Policy as approved or amended from time to time by the Mayor and City Council, as well as

recommend amendments to the policy as needed and identified.

- 1.3.7.3** Manage and maintain the requisition and purchasing process in compliance with applicable laws and the adopted purchasing policy.
- 1.3.7.4** Monitor departmental expenditures against available budget for purchases.
- 1.3.7.5** Maintain all purchasing records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA) and/or the National Institute of Governmental Purchasing (NGIP.)
- 1.3.7.6** Produce and deliver to the City Finance Director in a timely manner any and all purchasing information and reports as requested by the City Finance Director.
- 1.3.7.7** Identify and take advantage of all available discounts through purchases or competitive contracts with other governments for City purchases.
- 1.3.7.8** Prepare and maintain contracts and contract files, while also coordinating with the City Clerk for proper maintenance of City contracts.
- 1.3.7.9** Manage and maintain vendor information and registration within the City's financial reporting system.
- 1.3.7.10** Evaluate vendor performance, addressing vendor performance issues and removing vendors from eligible list when issues are not resolved. This includes, but is not limited to, preparing a contract compliance checklist for every formal procurement and ensuring its timely completion during the term of each contract.
- 1.3.7.11** Manage and maintain the City's procurement.
- 1.3.7.12** Prepare solicitations and oversee the competitive procurement process for projects funded through the City.
- 1.3.7.13** Coordinate, as needed, with the City Attorney on issues that may arise during the procurement process.
- 1.3.7.14** Prepare, manage, and oversee competitive procurement processes, including coordination with other City departments.
- 1.3.7.15** Reconcile encumbrances to the general ledger as requested by accounting.
- 1.3.7.16** Maintain inventory of all furniture, fixtures, supplies, and equipment that do not qualify as capital assets.

- 1.3.7.17** Document all purchasing procedures and processes as well as perform tests and walk-throughs to ensure sound purchasing procedures and processes.
- 1.3.7.18** Identify and perform other purchasing responsibilities where the Contractor reasonably anticipates needs, which are not specifically set forth above.

1.3.8 Risk Management

The Contractor shall provide the following services:

- 1.3.8.1** Design, implement, manage, document, and maintain a citywide risk management program.
- 1.3.8.2** Design, implement, manage, document, and maintain an organized and scheduled safety-training program to assist departments on risk management program processes and risk-reduction procedures.
- 1.3.8.3** Design, implement, manage, document, and maintain a risk management claims review process.
- 1.3.8.4** Recommend and advise the City's Finance Director of the appropriate amounts and types of insurance.
- 1.3.8.5** Assist in the procurement of all necessary insurance.
- 1.3.8.6** Process and assist in the investigation of insurance claims, coordinating with legal representation as needed.
- 1.3.8.7** Review insurance policies and coverage amounts of contractors and make recommendations for changes.
- 1.3.8.8** Document all risk management procedures and processes as well as perform tests and walk-throughs to ensure sound risk management procedures and processes.
- 1.3.8.9** Identify, record and report key performance indicators relevant to risk management.
- 1.3.8.10** Identify and perform other risk management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.9 Liaison with Financial System Provider

The Contractor shall provide the following services:

- 1.3.9.1** Designate one or more individuals to act as superusers with the City's financial system provider, currently Tyler Technology.

- 1.3.9.2** Compile weekly reports to the Finance Director of all outstanding issues with the vendor and potential paths to resolution.
- 1.3.9.3** Liaison with the City's Information Technology provider to develop both a short-term (one year) and long term (two to five years) to improve the City's financial system.
- 1.3.9.4** Develop financial reports extracted from the system and train departmental users in how to run them.

1.4 Planning and Zoning

The goal of the Planning and Zoning Department is to promote and protect the City through planning and development practices while providing professional and efficient customer service. The Planning and Zoning Department is responsible for working with the citizens of Dunwoody, Boards, and Commissions, the development community and the elected officials while managing current and long-range planning, and land development.

1.4.1 General Requirements

Contractors responding to the Planning and Zoning scope of work shall perform the following services:

- 1.4.1.1** Provide services under the direction of the Community Development Director or designee. The Community Development Director is a City employee.
- 1.4.1.2** Provide a full-time, on-site Acting Community Development Director during periods of leave and vacancy with the existing position, approved by the City, with full responsibility to manage all Planning and Zoning Department as well as Inspections and Permitting staff necessary and proper to perform the services, duties, and responsibilities set forth.
- 1.4.1.3** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.4.1.4** Provide a supervision of Contractor(s) staff providing Planning & Zoning Services to ensure that all contractual requirements are performed effectively and efficiently. This may be accomplished with a Deputy Director (full-time). The City Community Development Director will provide day-to-day operational supervision for department staff.
- 1.4.1.5** Develop capital improvement plans for applicable Planning and Zoning service areas.
- 1.4.1.6** Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.
- 1.4.1.7** Provide supervision of Contractors and consultants providing Planning and Zoning services to ensure that all contractual requirements are performed effectively and efficiently.
- 1.4.1.8** Verify and update all information provided or obtained from other sources.
- 1.4.1.9** Attend City meetings to represent Planning and Zoning as required and directed by the City.

- 1.4.1.10** Track, maintain, and report in a timely manner on key performance indicators for Planning and Zoning established by the City in consultation with the Contractor.
- 1.4.1.11** Identify and perform other Planning and Zoning assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

1.4.2 Planning and Zoning Services

The Contractor shall provide the following services:

- 1.4.2.1** Staff (as needed to meet the requirements herein) and maintain the Planning and Zoning Department for the City.
- 1.4.2.2** Regularly provide updated information to builders and developers regarding policies and procedures adopted by the City related to land use planning within the city.
- 1.4.2.3** Provide information to the public as it relates to all land development activities within the City.
- 1.4.2.4** Manage the development, maintenance and updating of land use and zoning maps as required by state and local agencies.
- 1.4.2.5** Review, revise, and update policies and procedures manual which outlines all planning and zoning activities, and develops schedules and time frames for processing all land development activities (including zoning).
- 1.4.2.6** Regularly inform key City officials of all relevant and applicable zoning and/ or planning issues.
- 1.4.2.7** Review, revise, develop, and implement, in coordination with the City Manager, procedures for the issuance of certificates of use. Contractor shall verify that all business license applications meet the City's zoning codes prior to their issuance by the Finance and Administration department.
- 1.4.2.8** Provide support and assistance for updates to the City's zoning code.
- 1.4.2.9** Provide the services of a trained and qualified Arborist.
- 1.4.2.10** Develop Request for Proposals (or other formal solicitations) when directed by the City.
- 1.4.2.11** Provide full support for all boards, committees, and advisory groups established by Council including, but not limited to, , Construction Board of Adjustments and Appeals, Design Review Advisory Committee, Planning Commission, Sustainability Commission, and Zoning Board of Appeals.

- 1.4.2.12** Develop recommendations on how to improve the operations of all boards, committees, and advisory groups served by Planning and Zoning.
- 1.4.2.13** Identify and perform other planning and zoning responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- 1.4.2.14** Provide for plats, land disturbance, buildings, architectural, engineering, fire, signs, and any other plan review in 7 (seven) calendar days on the first submittal by the design professional, 5 (five) days on the second review and 3 (three) days on the third review.

1.5 Information Technology

The Information Technology Department is responsible for maintaining, supporting, engineering, and updating the City's IT infrastructure and all communication systems. The City of Dunwoody owns all systems and software currently utilized by City employees. The local area network is TCP/IP based and IPV6 compatible. The computer network is based on Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional Suite. The IT Department manages the City's website and the content within. Furthermore, the IT Department provides 24/7 troubleshooting assistance to users of the system as necessary (Police). See Appendix C for a complete list of the hardware and IT systems utilized by the City of Dunwoody.

1.5.1 General Requirements

Contractors responding to the Information Technology scope of work shall perform the following services:

- 1.5.1.1** Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.
- 1.5.1.2** Provide services under the direction of the City Manager or designee.
- 1.5.1.3** Provide an Information Technology Manager, approved by the City, with full responsibility to manage all Information Technology Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.
- 1.5.1.4** Provide mid-to-upper level specialist support primarily (but not solely) responsible for the design and implementation of Public Safety systems, and providing technical assistance to IT team members with the proper integration and support of Public Safety systems.
- 1.5.1.5** Provide the City with a primary contact who shall be available to the City in person as needed or by telephone on a twenty-four (24) hour basis, seven (7) days a week.
- 1.5.1.6** Provide supervision of subcontractors providing Information Technology services to ensure that subcontractors perform all contractual requirements effectively and efficiently.
- 1.5.1.7** Track, maintain, and report in a timely manner on key performance indicators for IT services established by the City in consultation with the Contractor
- 1.5.1.8** Identify and perform other Information Technology assistance where the

firm reasonably anticipates needs, which are not specifically set forth above.

1.5.2 Information Technology Infrastructure

The Contractor shall provide the following services:

- 1.5.2.1** Provide purchasing assistance, install, configure, and maintain any additional hardware and software required to satisfy all City's operational needs.
- 1.5.2.2** Assist, administer, and troubleshoot the City's website. The City will pay for major upgrades and maintenance separately.
- 1.5.2.3** Maintain and regularly update hardware and software utilized by the City for efficient service delivery and administrative functions. 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, agenda and document management, and geospatial information system (GIS) integration.
- 1.5.2.4** Provide the expertise for planning, installation, configuration, and maintenance of all City IT systems to ensure that systems are interoperable and continuity is maintained during turnover of City personnel and Contractors. Contractor shall develop/update an IT Strategic Plan annually during the budget preparation process (currently mid-year).
- 1.5.2.5** Manage the inventory and licensing of all IT assets and report discrepancies to the City Finance Director.
- 1.5.2.6** 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 on Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional suite.
- 1.5.2.7** Maintain an appropriate replacement program for all computers and equipment. The City covers all hard costs for replacement of hardware and software. Provide cost budgets for any IT project, including replacement projects, when the cost is anticipated to exceed \$10,000.
- 1.5.2.8** Provide all users with email for internal and external communications, common contact lists, and scheduling.
- 1.5.2.9** Maintain disaster recovery and IT business continuity plans and ensure that compliance is periodically validated.

- 1.5.2.10** Provide 24/7 troubleshooting for all Citywide IT systems.
- 1.5.2.11** Develop request for proposals when directed by the City.
- 1.5.2.12** Archive and retrieve all emails to comply with open records requests.
- 1.5.2.13** Provide for the centralized, electronic storage of the City's documents. Provide virtual private network (VPN) connectivity for remote users.
- 1.5.2.14** Maintain all communications systems including VOIP, VOIP Fax, VPN and wireless systems. Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.
- 1.5.2.15** Administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.
- 1.5.2.16** Administer network services including, but not limited to, Active Directory, *Dynamic Host Configuration Protocol (DHCP)*, *Domain Name System (DNS)*, *Remote Procedure Call (RPC)*, *Internet Information Services (IIS)*, and Print.
- 1.5.2.17** Provide general software user support and coordinate support with software providers when needed.
- 1.5.2.18** Administer the Microsoft SQL server and provide connectivity to City applications requiring database storage and services. Coordinate the procurement, installation, configuration, and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.
- 1.5.2.19** Upon request, provide schema and any database data in a standard SQL format for importation into a non-contractor database.
- 1.5.2.20** Identify and perform other IT infrastructure responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.5.3 Security Component for Information Technology

The Contractor shall provide the following services:

- 1.5.3.1** Maintain the numerous security components that must be addressed including: ensure data security and integrity with nightly backups; provide anti-virus, anti-malware, anti-spam, and patch management; provide firewall protection for the local area network; provide a virtual private network connectivity for remote users; and administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.
- 1.5.3.2** Provide technical solutions such as SSL to secure all Internet

communications to protect the privacy of the citizens of Dunwoody and the integrity of its software systems. Additionally, the Contractor will be responsible for ensuring security for new City software systems including, but not limited to, finance, personnel, municipal court, and public safety.

- 1.5.3.3** Ensure data security and integrity with a nightly backup (with offsite storage) and the ability to restore from a central location.
- 1.5.3.4** The backup site does not have to be hot. A reasonable expectation for the restoration of documents and emails is two hours and restoration of services within four hours.
- 1.5.3.5** Provide firewall protection for the local area network.
- 1.5.3.6** Identify and perform other IT security management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.5.4 Geographical Information System (GIS)

The Contractor shall provide the following services:

- 1.5.4.1** Manage the existing GIS system as well as for the service, update and maintenance of the GIS databases on not less than a monthly basis.
- 1.5.4.2** Review data contained within the existing GIS system, and coordinate with all other necessary City personnel to obtain pertinent data to be included within the GIS. Determine necessary documentation as well as coordinate and implement the physical retrieval, reproduction, and storage of the transferred records.
- 1.5.4.3** Maintain one employee available during business hours capable of operating, printing, and extracting information, including maps, from the GIS System in a timely manner as directed by the City Manager or department head.
- 1.5.4.4** Provide the public with access to limited City GIS files through the City website as directed.
- 1.5.4.5** Maintain, develop, implement, and improve GIS standards, policies, and procedures.
- 1.5.4.6** Maintain all existing and future GIS data layers.
- 1.5.4.7** Develop new data layers and maps requested by the City or its contractors to meet business needs.
- 1.5.4.8** Provide any GIS related information and/or data in response to requests and needs of City personnel as well as any IT Department employees who may be engaged in City of Dunwoody Planning and Zoning projects.

- 1.5.4.9** Identify and perform other GIS related responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.6 Permitting and Inspections

Providing top quality facilities to live and conduct business is a key goal of the City of Dunwoody, which prompted the City to creating a standalone Permitting and Inspection Department. This Department processes all building and special event permits, provides building inspections, fire services and provides code enforcement (compliance) services. The City believes that this combination of services should reduce the number of code offenders, while decreasing expenses and time required for correcting code violations.

In 2019, the City of Dunwoody conducted 4,769 inspections for numerous locations including, new buildings, additions, residential work, commercial work, renovations, electrical systems, plumbing systems replacement of water heaters, water lines and drains, and HVAC (heating, ventilating, and air-conditioning systems). In addition, the City processed 1,467 permits for Land Disturbance Permits, Commercial or Multi-Family Residential, Single-Family Residential, and Roof Replacements. The City's fee schedule is viewable at:

http://dunwoodyga.gov/index.php?section=departments_community_development_permits_fee_schedule

1.6.1 General Requirements

Contractors responding to the Permitting and Inspections scope of work shall perform the following services:

- 1.6.1.1** Provide services under the direction of the Community Development Director or designee. The Community Development Director is a City employee.
- 1.6.1.2** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.6.1.3** Provide supervision of Contractor(s) staff providing Permitting and Inspection Services to ensure that all contractual requirements are performed effectively and efficiently. The City Community Development Director will provide day-to-day operational supervision for department staff.
- 1.6.1.4** Verify and update all information provided or obtained from other sources.
- 1.6.1.5** Review, update, develop, and implement, in coordination with the Community Development Director, a plan for an on-going Code Enforcement department process for the City.

- 1.6.1.6** Permitting and Inspections Department will remedy violations on City Right of Ways as well as private and commercial property. The enforcement officer shall be responsible for enforcing ordinances as directed by the City.
- 1.6.1.7** Coordinate with City of Dunwoody Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.
- 1.6.1.8** Enforce housing code standards.
- 1.6.1.9** Issue permits for special events at the direction of the Planning and Zoning Department and collect permit fees.
- 1.6.1.10** Maintain system of standards for taxi and limousine licensing and compliance; including periodic review of standards for improvements and modifications.
- 1.6.1.11** Provide advice and guidance to City staff, advisory groups, boards, and commissions on issues related to permits and inspections.
- 1.6.1.12** Track, maintain, and report in a timely manner on key performance indicators established by the City in consultation with the Contractor for the Permitting and Inspections.
- 1.6.1.13** Identify and perform other Permitting and Inspections assistance where the firm reasonably anticipates needs, which are not specifically set forth above.
 - 1.6.1.14** Provide for plats, land disturbance, buildings, architectural, engineering, fire, signs, and any other plan review in 7 (seven) calendar days on the first submittal by the design professional, 5 (five) days on the second review and 3 (three) days on the third review.

1.6.2 Building Permitting and Inspection

The Contractor shall provide the following services:

- 1.6.2.1** The Building Permitting and Inspections services shall include, establishing, staffing, and maintaining the Inspections and Permitting Departments for the City.
- 1.6.2.2** Review, revise, develop, and implement, in coordination with the Community Development Director, the City's existing plan review and permitting process.
- 1.6.2.3** Maintain the City of Dunwoody's status as Local Issuing Authority (LIA) registered with the State of Georgia. Contractor shall include a fee schedule for the proposed plan review and permitting process, which the

City could adopt as necessary. Review, revise develop and implement, in coordination with the City, the City's existing building permitting process for the City including response time standards.

- 1.6.2.4** Perform inspections and accurate compliance of the City of Dunwoody Building and City codes to ensure that every new and renovated building's design documents meet the building and trade codes.
- 1.6.2.5** Review, revise, develop, and implement, in coordination with the City, the outlined plan for the City to conduct soil erosion and sedimentation control inspections for the City in accordance with the State of Georgia NPDES.
- 1.6.2.6** Review, revise, update, and develop a system of standards for City signage and issue all required Signage permits for temporary and permanent signage at the direction of the Planning and Zoning Department and collect permit fees as appropriate.
- 1.6.2.7** Collect permit fees and issue all building, construction, plumbing, electrical, HVAC, soil erosion, land disturbance permits and all other related permits; in conjunction with the Planning and Zoning Department.
- 1.6.2.8** Manage and maintain Permits and Inspection data and integrate it into the City of Dunwoody database regularly.
- 1.6.2.9** Manage and maintain the web accessible database and filing system, record retention program, and schedule for Permits and Inspections Documents that allows permit applicants to check status of Permits and Inspections via the Internet.
- 1.6.2.10** Review, revise, and update the current methods used to incorporate Energy Efficient and sustainable Leadership in Energy & Environmental Design (LEED) standards into the permit and inspection process.
- 1.6.2.11** Identify and perform other building permitting and inspection responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- 1.6.2.12** Provide for a Building Official (full time) who oversees the activities of the Permit and Inspection staff

1.6.3 Code Compliance

The Contractor shall provide the following services:

- 1.6.3.1** Ensure that the City meets housing codes.
- 1.6.3.2** Review and revise, in coordination with the City, a plan for an on-going code compliance process for the City.

- 1.6.3.3** The code compliance department shall prevent and remedy violations on City right of ways, as well as private and commercial properties. The code enforcement officers shall be responsible for enforcing City and State ordinances as directed by the City.
- 1.6.3.4** Coordinate with the City's Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.
- 1.6.3.5** Issue permits for special events at the direction of the Planning and Zoning Department, and collect permit fees.
- 1.6.3.6** Identify and perform other code compliance responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- 1.6.3.7** Code enforcement officers may be required to work on the weekend as well as during the week.
- 1.6.3.8** All complaints for code violations will be acknowledged within 24 hours of time that we receive the complaint, except for complaints on the weekend, the response shall be on Monday before 12:00 pm.
- 1.6.3.9** Seventy five percent (75%) of the code enforcement complaints shall be investigated within 3 days of receiving the complaint.

1.6.4 Fire Services

- 1.6.4.1** Provide fire life safety and accessibility plan reviews and inspections required for building renovation and new construction. These same services are currently offered by the DeKalb County Fire Marshal's office. Customers should be offered an option to have these services provided by the City or at the customer's option, they can have DeKalb County provide these services.
- 1.6.4.2** Provide fire plan reviews and inspection services by staff holding appropriate ICC certifications necessary to provide these services.
- 1.6.4.3** Provide all fire plan reviews and inspections within a reasonable time period that is consistent with key performance indicators established by the City.

NOTE: DeKalb County will continue to provide other services, such as firefighting, annual safety inspections and arson investigations.

1.6.5 Business License

- 1.6.5.1** Bill and collect business occupation taxes and review the calculation of

fees and charges for accuracy.

- 1.6.5.2** Cooperate with contractors auditing City revenue sources to provide reports and supporting documents necessary for efficient revenue audit programs. Develop and implement programs to identify businesses and improve compliance with the collection of occupation taxes.
- 1.6.5.3** Ensure no revenue is lost due to missing a deadline.
- 1.6.5.4** 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.
- 1.6.5.5** Process applications, issue designated licenses and permits and calculate related fees and charges appropriately.
- 1.6.5.6** Collect and record revenue payments from customers for various City revenue sources while ensuring the customer's account is properly credited.
- 1.6.5.7** Greet public and answer routine questions associated with collection of taxes, fees, assessments or other charges during established business hours.
- 1.6.5.8** Collect excise taxes from commercial sources and prepare reports for management review.
- 1.6.5.9** Maintain and update the City's database of businesses within the City's financial reporting system.
- 1.6.5.10** Reconcile cash receipts collected daily and prepare daily deposits for the bank.
- 1.6.5.11** Identify record and report relevant accounting performance measurements.
- 1.6.5.12** Document all revenue control procedures and processes as well as perform tests and walk-throughs to ensure sound revenue control procedures and processes.
- 1.6.5.13** Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standard changes.
- 1.6.5.14** Identify and perform other revenue control responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.7 Parks and Recreation

The City of Dunwoody 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 City of Dunwoody manages nine major parks with combined land space of over 192 acres. These parks are home to several major events each year and offer a variety of activities including skateboarding, tennis, and more.

1.7.1 General Requirements

Contractors responding to the Parks and Recreation scope of work shall perform the following services:

- 1.7.1.1** Provide services under the direction of the City Manager and/or Parks and Recreation Director or designee. The Parks and Recreation Director is a City employee.
- 1.7.1.2** Provide a minimum of two operations staff over maintenance and enhancements of the park facilities and a minimum of two recreation staff over recreation programs and facility rentals. approved by the City, with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved staff without written approval of the City, which approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.
- 1.7.1.3** Provide supervision of Contractor(s) staff providing Parks and Recreation Services to ensure that all contractual requirements are performed effectively and efficiently. The City Parks and Recreation Director will provide day-to-day operational supervision for department staff.
- 1.7.1.4** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.7.1.5** Provide off-hours emergency service and support on a twenty-four (24) hour basis, seven (7) days a week.
- 1.7.1.6** Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for

facility maintenance.

- 1.7.1.7** Coordinate the development of bid specifications, proposal review and evaluation, and the award process.
- 1.7.1.8** Oversee the department budget and monitors expenditures.
- 1.7.1.9** Review development of construction plans and ensures compliance with specifications.
- 1.7.1.10** Provide supervision of Contractors providing Parks and Recreation Services to ensure that all Contractors perform contractual requirements effectively and efficiently.
- 1.7.1.11** Verify and update all information provided or obtained from other sources.
- 1.7.1.12** Comply with all local, state, and federal regulations applicable to performing work within a City park or recreational facility.
- 1.7.1.13** As it relates to Parks and Recreation, the Contractor shall track, maintain, and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.
- 1.7.1.14** Identify and perform other Parks and Recreation assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

1.7.2 Parks Maintenance

The Contractor shall provide the following services:

- 1.7.2.1** Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities. Supervisory duties include, but not limited to prioritizing and assigning work; conducting performance evaluations of contracted staff as well as reviewing proposals for contract renewals; ensuring staff are adequately trained; and ensuring contracted staff are following City policies, procedures and guidelines.
- 1.7.2.2** Oversee contracts responsible for the maintenance of City parks. This includes internal and external cleaning of all facilities daily, mulching, and playgrounds.
- 1.7.2.3** Ensure repairs are completed in a timely manner including, but not limited to:
 - Painting over or removal of graffiti
 - Mowing and trimming

- Applying top dressing, dragging, aerating and lining athletic fields
- Repairing or replacing broken windows
- Repairing or replacing damaged or missing park signs
- Repairing or replacing broken toilets and other bathroom facilities
- Removing debris
- Repairing or placing lighting in all recreational and park areas
- Removal of trees when necessary

1.7.2.4 Review, revise, develop, and recommend to the City Manager short, mid, and long range plans for capital improvements.

1.7.2.5 Conduct all activities necessary to identify, develop and prepare submissions for any federal, state, or local funding and grant programs for improvements to the Park and Recreation system within Dunwoody, and provide fund oversight as required by law.

1.7.2.6 Maintain all Parks and Recreational facilities as outlined in the above activities including:

- Dunwoody Park and Nature Center
- The Donaldson-Bannister Farm
- North DeKalb Cultural Center
- Windwood Hollow Park
- Brook Run Park
- Vernon Oaks Park
- Georgetown Park
- Pernoshal Park
- Dunwoody Trailway
- North Shallowford Annex
- Perimeter Center East Park Property
- Waterford Park Property
- Austin Elementary School Park Property
- Other recreational facilities acquired by the City during the term of the contract

1.7.2.7 Identify and perform other park maintenance responsibilities to ensure safety and cleanliness, where the firm reasonably anticipates needs, which are not specifically set forth above.

1.7.2.8 Inspects parks and community facilities to ensure safety, cleanliness, and project tasks are completed properly.

1.7.2.9 Oversee the maintenance of recreational fields such as applying top

dressing, dragging, aerating, and lining fields.

1.7.2.10 Oversee the maintenance (including janitorial maintenance) in parks and community facilities.

1.7.2.11 Oversee all repairs within parks and community facilities.

1.7.3 Recreation

The Contractor shall provide the following services:

1.7.3.1 Develop and/or maintain short, mid, and long-term plans for capital improvements and implement said plans, as directed.

1.7.3.2 Plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities.

1.7.3.3 Plan, recommend, implement, and coordinate staffing for planning and promoting, of recreational programs and special events sponsored by the City. These special events may include, but are not limited to festivals, ceremonies, and 5Ks.

1.7.3.4 Coordinate with Park and Recreation staff to ensure dates for events scheduled in connection with facility activities do not conflict with any other City activities.

1.7.3.5 Coordinate preparation and cleanup for all recreational activities upon closure of events.

1.7.3.6 Administer all contracts with private instructors programs.

1.7.3.7 Coordinate the reservation and payments for all park rental facilities.

1.7.3.8 Manage and administer the collection of all fees and revenues from City provided recreational programming, devise, and implement a system for the security of all revenues collected.

1.7.3.9 Coordinate specified aspects of utilization of parks with emergency management procedures of local, state, and federal agencies.

1.7.3.10 Manage all planning, implementing and coordinating of staffing for the planning and promoting of recreation programs and special events.

1.7.3.11 Plan, implement, and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.

1.7.3.12 Establish, operate, and oversee all aspects of emergency management procedures with local, state, and federal agencies to ensure safe recreational system.

1.7.3.13 Maintain and update a programming and management plan for the

continued operation of City resources, including but not limited to the Brook Run Skate Park and the North Shallowford Annex

- 1.7.3.14** Identify and perform other recreation services responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.8 Facilities Management

Facilities Management oversees maintenance and operations of the City's two main properties: Dunwoody City Hall (4800 Ashford Dunwoody Rd, Dunwoody GA 30338) which was occupied by staff in the winter of 2017/2018. The facility is a building of approximately 45,532 square feet consisting of two stories. All city departments are primarily located at this facility. In the fall of 2019, the City also opened the North Shallowford Annex a.k.a. the Annex (4470 North Shallowford Rd, Dunwoody GA 30338). The facility is a building of approximately 13,675 square feet consisting of two stories. The building's main purpose is to house police training and citizen recreational programming activities.

The Contractor will act as the primary point of reference for maintenance of these two facilities, the emergency contact for any related issues, and perform custodial work of the building and grounds. The Contractor may do it through their own staff or subcontract out duties; however, the operator will be responsible for all subcontractor performance. For this RFP, only these two buildings will be included in the scope; however, the City may negotiate with the selected Contractor a later date should additional City properties be added during the contract.

1.8.1 General Requirements

Contractors responding to the Facilities Management scope of work shall perform the following services:

- 2.8.1.1** Have a 24 hours a day, seven days a week contact to respond to emergency maintenance issues.
- 2.8.1.2** Daily weekday cleaning of the exterior and interior of both buildings, including at least one individual to be on one of the two sites for custodial issues and minor repair work during normal working hours. Daily exterior cleaning includes sweeping and litter pickup on the grounds. Daily interior cleaning includes thorough cleaning of all restrooms, locker rooms, break rooms, public areas, and common areas. A night crew cleaning will be required each workday. After hour night crew's duties will also include garbage/recycling removal and vacuuming each weekday. City council meetings, town halls, and some commission or committee meetings will occur at night or weekends. If requested, the after hour night crew may be requested to start their cleanup after that meeting.
- 2.8.1.3** Stocking of normal consumable rest room and breakroom supplies will be coordinated by the operator; though the cost for supplies will be borne by the city, unless there is a cost savings through the Contractor.
- 2.8.1.4** Having, at minimum, one individual available during normal working hours

to handle routine repair work and minor manual labor at both City Hall and the Annex. Staff may be the same as those handling most custodial duties during this time and does not necessarily need to be on premise during all working hours, but readily available. If the normal custodial staff can handle the request, there will be no additional charge to the city. If other staff is needed, that will be considered a major repair and the City must approve their use beforehand and the City will be charged a predetermined per hour rate plus parts required for repair.

- 2.8.1.5** Scheduling and overseeing major repair work on City Hall or the Annex. Operator may act on behalf of the City on these projects by selecting and coordinating vendors. Major repair work must be pre-approved by the City before commencement except in emergency matters. Major repair work includes specialized building maintenance, such as HVAC or plumbing or minor repair work, such as drywall or painting that takes over an hour to complete.
- 2.8.1.6** Weekly landscaping services during all months, except for December, January, and February. This includes season replenishment of floral landscaping twice a year.
- 2.8.1.7** Coordinating and overseeing maintenance of life, safety, and comfort operations of the buildings, including but not limited to:
 - 2.8.1.7.1** Maintenance of all HVAC systems, at least quarterly;
 - 2.8.1.7.2** Maintenance of backup generator systems, at least twice a year, though fuel purchases will be considered a utility cost to be borne by the City below;
 - 2.8.1.7.3** Elevator maintenance and inspection as required by law and best practices;
 - 2.8.1.7.4** Fire alarm and fire suppression systems as required by law and best practices;
 - 2.8.1.7.5** Evacuation drills of staff and tenants performed on a best practices service level;
 - 2.8.1.7.6** Pest and rodent extermination at least monthly;
 - 2.8.1.7.7** Exterior window cleaning at least twice a year and interior cleaning at least annually;
 - 2.8.1.7.8** Carpet and floor cleaning, at least quarterly or twice a year as traffic demands in a given area;
 - 2.8.1.7.9** Cleaning of ice machines and water system filter replacement in water fountains and refrigerators;
 - 2.8.1.7.10** Having access to standard cleaning equipment

necessary to perform all functions; and

2.8.1.7.11 All of the above areas will be included in the monthly fee charged the City.

- 2.8.1.8** Obtaining security clearances through the Dunwoody Police Department for all employees who will have to work unsupervised in a secure area. Operators will also be responsible for supervising contractors who do not have a clearance.
- 2.8.1.9** Suggesting to city management any major capital improvements needed to the building and working with city staff to determine the best method to obtain those improvements also suggesting operational changes in each facility to reduce costs or improve performance. The Contractor will provide a quarterly report to the City indicating they have reviewed the facilities and found them to either needing no capital improvements or provide the City a list of those improvements.
- 2.8.1.10** For any situation where the City has a tenant in the building and has a contractual relationship to perform services for the tenant that are described in this scope of work, it will be understood that the operator will be performing them for the tenant also.
- 2.8.1.11** The Contractor will work with the City's representative to craft the annual budget for cost such as utilities and supplies.
- 2.8.1.12** The Contractor will have the authority to enter the premises as necessary to perform the duties outlined in this scope of work.
- 2.8.1.13** The Contractor will not be responsible for the costs of the following:
- 2.8.1.13.1** Major repairs as outlined above.
 - 2.8.1.13.2** Utility costs of the building including but not limited to electricity, natural gas, water, phone (including emergency telephone or communication service for elevators or public safety systems) or stormwater.
 - 2.8.1.13.3** Debt service or building payments;
 - 2.8.1.13.4** Furniture for offices or common areas;
 - 2.8.1.13.5** Property insurance, though this does not eliminate the operator to have their own insurance for operations and liability;
 - 2.8.1.13.6** Normal consumable supplies for restrooms, breakroom, and common areas, though the Contractor will coordinate their purchase.
 - 2.8.1.13.7** While not being responsible, should it be desired

and advantageous to both, the City and Contractor may amend the agreement concerning costs not to be covered by the Contactor and agree for it to be paid by the Contractor as a pass through.

* * * END OF SCOPE OF WORK ***

2. Proposal Format

2.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing **straightforward and concise** delineation of Bidder's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Bidders follow the format and instructions contained herein. The City factors the proposal itself when considering the Contractor's ability to deliver high quality services.

2.2 Proposal Submission

To support a non-biased evaluation of submitted proposals, the City is requesting Bidders to submit their proposals in two (2) individually sealed envelopes, one being the TECHNICAL proposal and the other being the COST proposal. Bidders shall submit the technical and cost proposal envelopes in one (1) sealed and marked package sent to the designated address but in separate envelopes within that package. The City will score all technical proposals first before evaluating the Cost Tables – Appendix D. Once the City evaluates all technical and cost proposals, the evaluation team will calculate the final score for each proposing Bidder for each service area.

2.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- Six (6) printed and one (1) signed original; and
- One (1) electronic copy on a flash drive, in searchable PDF

The outside of the technical proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement TECHNICAL Proposal**. The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material.

If bidding on multiple service areas, Bidders should clearly divide and mark with tabs the responses for each service area.

2.2.2 Cost Proposal

The cost proposal envelope shall contain only the following:

- One (1) printed and signed original; and

- One (1) electronic copy on a flash drive, in searchable PDF.

The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement COST Proposal.**

The cost proposal envelope should contain, at the minimum, Appendix D – Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also provide detailed costing information for each service area for which they respond. In addition, Bidders should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members. The City will not evaluate any additional material submitted by the Contractor.

3.3. Proposal Content

The City expects that all Bidders responding to this RFP will develop responses that are concise, customized, and exhaustive. Bidders responding in more than one (1) service area must clearly divide and mark with tabs responses to each service area.

The City expects technical and cost proposals to be well organized. A table of contents is required in the technical proposal. The table of contents should include, at a minimum, all listed items in the sequence indicated below in section **3.3.1 Technical Proposal Content**. In each section of the proposal, Bidders should address the items in the order as listed in the RFP. Forms provided in the RFP must be completed and included in the appropriate section of the proposal.

The technical and cost proposals shall include the following.

2.3.1 Technical Proposal Content

Below is an outline of what the Technical Proposal should include. Bidders shall use tabs that clearly mark section headings, and if submitting combined bids for multiple service areas clearly divide separate service areas within each section. Bidders shall submit the technical proposal in a separately sealed envelope as specified in the section **3.2.1** of this RFP.

The Technical Proposal Content may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above the fifty page limit in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or

may not be read by reviewers and will not be considered part of the official proposal.

To aid in thorough and consistent review, Contractors shall organize and number the proposal to correspond to the proposal outline provided below. Bidders should include a table of contents. Failure to follow proposal format and content requested by this RFP may result in proposal disqualification.

2.3.1.1 Letter of Transmittal

A letter of transmittal that provides the following information must accompany each proposal:

- Identify the submitting organization.
- Identify the name, title, telephone number and an e-mail address of the contact person of the organization.
- Indicate which of the service area(s) the Bidder is responding.
- Include a statement acknowledging no Proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

2.3.1.2 Response to Scope of Work

Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services. Bidders shall address each listed item in order as it appears, providing separate descriptions for each applicable service area (if bidding on multiple scopes of work). Bidders should not merely affirm an item but rather expand (concisely) how each scope item will be addressed throughout the duration of the Contract. Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. Bidders shall address each item within the scope of work for all section(s) being proposed. For example, item 2.1(f) of the general service deliverables mentions the use of key performance indicators. Here you would discuss your methodology for delivering on this requirement and/or provide examples of when you have performed similar services previously.

- Describe your firm's approach and methodology to ensure delivery of high quality services.
- Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.
- Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.
- Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract. The existing contract for these services expires at midnight on December 31, 2020.
- Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your firm's approach to support the City's environmental sustainability goals.

2.3.1.3 Qualifications and Experience of Firm and Staff

2.3.1.3.1 Qualifications of Firm

This section shall include information on the Bidder's corporate organization (history, size, etc.), experience, and skills regarding the Bidder's record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work. Furthermore, Bidders shall provide information pertaining to the following:

- Describe attributes, special capabilities, techniques, or resources that make your firm uniquely qualified to provide requested services.
- Discuss your firm's involvement with similar projects at the federal, state, and/or local government levels.
- State whether the Bidder has any pending litigation, and state whether the firm has had any litigation in the last

five (5) years and the outcome of such litigation.

- Describe the “back office” attributes, capabilities, and resources that will support the staff positioned at the City’s premise(s).
- The City reserves the right to verify Bidder’s financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.
- A listing of physical offices manned by at least one full-time individual on January 1, 2020 in the Atlanta MSA. The list should include street address, purpose of the business, and summary of the staff at that facility.
- A listing of ongoing similar contracts to this RFP that were in effect on January 1, 2020 in the Atlanta MSA. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.

2.3.1.3.2 Qualifications of Staff

The City expects staffing levels within the service areas to remain flexible to allow additional back office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. – See Section 2.1(g) regarding staff reassignments. In addition, Bidders shall provide answers to the following:

- Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.

- Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.
- Provide resumes or professional profiles of key personnel (Directors and Managers) already identified that the Contractor would likely assign to this project.
- Describe the approach to ensure staff is adequately trained and up-to-date at the beginning of the contract, as well as your methodology for ensuring staff stays up-to-date throughout the term of the contract.
- The City expects Bidders responding to this RFP to provide the City with a high-level organizational chart, which should depict how the Bidder's organization intends to staff the various departments they are proposing. If a Bidder is submitting proposals for more than one (1) service area then the Bidder must provide an organizational chart for each department they are submitting. The organizational chart should include on-site, subcontracted, and Contractor-provided (back office) service positions.

2.3.1.4 References

Bidders shall submit three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

2.3.1.5 Required Forms

The City requests Bidders to complete, sign and return as a part of the TECHNICAL proposal forms that are attached to this RFP (with the exception of Appendix D that should be a part of the COST Proposal).

Technical Proposal:

- Executed Proposal Form (Section 5 of this RFP) which includes acknowledgement of any and all Addenda to this RFP
- Executed Affidavit Verifying Status for City Public Benefit (Appendix B of this RFP)
- The Technical Proposal which may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above that in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

Cost Proposal:

- Appendix D –Cost Table (to be submitted with Cost Proposal)

Failure to submit completed and signed forms may result in proposal rejection.

2.3.1.6 Appendices

Bidders may attach other materials that they feel may improve the quality of their responses. Each Bidder may, but is not required to, include additional references, resumes and any 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 shall not be part of the official evaluation except to the extent they support qualifications and experience of the Bidder.

3.3.2 Cost Proposal Content

Bidder shall provide a not-to-exceed price for all services indicated in this RFP. Pricing shall show 48 payments plus an optional 12 additional payments. 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. An authorized representative of the bidding firm shall sign the cost proposal.

Bidders shall complete all parts of Appendix D – Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also

provide detailed costing information for each service area for which they respond. Cost detail shall include a figure for proposed salaries, burden factor (as a percentage of proposed salaries), and proposed profit margin on the contract (as a percentage of salaries). The combined totals of these three factors will equal the not-to-exceed price for all services as shown on Appendix D. At the conclusion of each budget year, the City will perform a salary review. The Contractor will make available for inspection reports and supporting documents (W-2's, etc) that substantiate the salaries allocated to the contracted services. Those salaries, combined with the burden percentage and profit margin, will result in the costs owed by the City for that year; up to the not-to-exceed price shown on Appendix D. If the amount owed by the City results in a refund due, the City will deduct the costs from the next month's contract. For the final year of the Contract, the City will withhold up to 15% of the final month's payment pending completion of the salary review. The exception for this will be Facilities Management which is footnoted on Appendix D.

Maintaining a highly trained and qualified staff is essential for the duration of the Contract. Accordingly, all burden ratios shall include at least 5% of the staff members' salaries to be budgeted for training and travel related to such training. The Contractor, at least annually, will consult with the City on the best use of those funds as described in Section 2.1(l). The training funding along with the burden and profitability ratios are not applicable to bidders of the Facilities Management Contract. Their price is not based on an FTE.

Additionally, Bidder should list annual rates for all team members for any additional related services that may be required beyond the scope of this RFP.

The City pays for software maintenance contracts, paving, patching, landscaping, etc. This is not the Contractor's obligation and should not be factored into the Contractor's pricing. However, if the Contractor must utilize proprietary or self-owned hardware and software (or other equipment) not contemplated within the scope of this RFP, the Contractor should include those costs.

* * * END OF PROPOSAL FORMAT * * *

4. Evaluation Criteria

The City, in its discretion, may award the Contract to the responsible and responsive Bidder(s) submitting the proposal that the City deems is the most advantageous, price and other factors being considered. To facilitate efficient evaluation sessions, the City asks Bidders to strictly follow the format mentioned in the RFP Section 3 – Proposal Format.

The City's staff will review all proposals submitted. After reviewing the proposals, the City may, at its discretion, invite to interview (at Bidder's expense) one or more of the Bidders whose proposals appear to best meet the City's requirements. Interview responses along with the written proposal and samples (if any), will become part of Bidder's submission evaluated pursuant to the evaluation criteria. The City reserves the right to short-list Bidders for further consideration.

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

A. Proposed Management Plan and Approach of Work

The Proposal shall outline the plan that the Bidder will use to provide the most effective delivery of services put forth by the City.

B. Firm and Staff Qualifications

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Bidder to perform requested duties and provide the services as outlined in this RFP. The Proposal shall include the resumes of those qualified personnel proposed to fill the duties of the assignments at the appropriate levels requested by this RFP.

C. Cost Proposal Fee – (Submitted in a separate SEALED package from the technical proposal)

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors. The City pays for software maintenance contracts, paving, patching, etc. This is not the Contractor's obligation and should not be factored into the Contractor's pricing. However, if the Contractor must utilize proprietary or self-owned hardware and software (or other equipment) not contemplated within the scope of this RFP, the Contractor should include those costs.

D. References

Bidders shall submit three (3) references for similar projects and only three. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

E. Interviews (Optional)

At its option, the City may invite firms in for a presentation and interview.

5. Proposal Form

**Proposal Form
City of Dunwoody, GA
RFP 20-04 Municipal Government Services Procurement**

Company Name: _____

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder 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 Bidder, 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 Bidder 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 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 Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 20-04 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 20-04 Municipal Government Services Procurement, 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 Bidder 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 Bidder 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 Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder 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 Bidder under section 6.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

Company Name: _____

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. / Date

- 1.
- 2.
- 3.
- 4.
- 5.

It shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Bidder from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work, excluding transitional requirements, is to commence on or about January 1, 2021.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the 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 Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody?	Yes	No
Will your company accept the City's procurement card for payments from the City?	Yes	No

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

6. Instruction to Bidders

6.1 Intent

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Bidders provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

6.2 General

- A.** The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Bidder, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Bidder will not or does not agree must be presented prior to the deadline for submitting questions by the Bidder in writing as provided in this section and directed to Purchasing@dunwoodyga.gov. Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Bidders shall not substitute entire agreements or sets of terms and conditions, but discuss separately each term or condition that they take exception to or desire to change. Bidders should resolve any language issues with the Contract prior to bidding and not assume language will be altered after bids are accepted.
- B.** The Contract work for each service area shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for each service area required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.
- C.** A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All

of the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.

- D.** The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- E.** There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Bidder's overhead costs related to travel shall be included in such Bidder's prices in its Proposal.
- F.** The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

6.3 Environmental Sustainability

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such, the City encourages the incorporation of environmental sustainability into proposals.

6.4 Examination of Proposal/Contract Documents

All prospective Bidders shall thoroughly examine and become familiar with the Proposal package and carefully note the items, which must be submitted with the Proposal. (These Instructions to Bidders, the Request for Proposals, the Proposal Forms, the Contract, the General Conditions, and the Scope of Work are referred to herein as the "Proposal Documents" or the "Contract Documents"). Submission of a Proposal shall constitute an acknowledgment that the Bidder has read and understands the Proposal Documents. The failure or neglect of a Bidder to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

6.5 Addendum(s)-Changes While Proposing

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to Purchasing@dunwoodyga.gov no later than Friday, March 27, 2020 at 2:00 pm EST. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at the link below or by visiting Georgia's Department of Administrative Services (DOAS) web site at the link below. Prior to submitting its response, it shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

https://dunwoodyga.gov/index.php?section=departments_purchasing
<https://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>

6.6 Preparation of Proposals

- A.** Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Bidder. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- B.** All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Proposal Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.
- C.** If the Bidder is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Bidder to submit to the City at any time the

name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.

- D.** If the Bidder is a corporation or other state-chartered business entity, the City reserves the right to require the Bidder to submit to the City at any time, the name and business address of each officer, director, and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Bidder elects to use a fictitious name in its Proposal, a copy of the Bidder's fictitious name registration should be provided to City.

6.7 Proposal Guaranty

A Proposal Guaranty shall not be required for this Contract.

6.8 Delivery of Proposals

- A.** All Proposals shall be submitted in sealed envelopes marked on the outside according to the requirements stated in the RFP. Each Proposal shall consist of an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- B.** All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Proposals received after the time and date specified in the Request for Proposals for the opening of the Proposals will not be considered, but will be returned unopened.
- C.** Each Bidder's response to the Request for Proposals shall be at the sole cost and expense of the Bidder and such Bidder shall have no right or claim against the City for costs, damages, or loss of profits. The Bidder shall have no right to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.

- D.** Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

6.9 Communications Regarding Evaluation of Proposals

To ensure the proper and fair evaluation of Proposals, the City prohibits any communication related to this contract and initiated by a Bidder or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Bidder during evaluation should be submitted in writing and delivered via e-mail to Purchasing@dunwoodyga.gov. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

6.10 Withdrawal of Proposals

No Proposal may be withdrawn after it is submitted unless the Bidder makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred eighty (180) days. Any Bidder withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred eighty (180) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Bidder or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Bidder's submission of a Proposal shall be deemed the Bidder's acknowledgment of an agreement to the provisions of this Section.

6.11 Disqualification of Bidders

- A.** Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its Proposal:
- 1.** Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiating with the primary Contractor to provide

services. For purposes of this section, the term “affiliates” means firms, partnerships, corporations or other entities under common control;

2. Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City;
 3. Evidence, in the opinion of the City, of Bidder(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
 4. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
 5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
 6. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.
 7. Evidence of improper communication as described in section 6.9 above.
- B.** The City has adopted a policy, which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a Bidder that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Bidder to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager and/or City Finance Director.

6.12 Rejection of Irregular Proposals

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals;; fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Bidder's prices;; or contains other irregularities of any kind.

6.13 Notice of Intent to Award Contract

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Bidder submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

6.14 Responsibility of Bidders

- A.** City reserves the right, to aid it in determining a Bidder's responsibility, to require a Bidder to submit such evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- B.** All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (entities other than the City) for which they have supplied similar services as requested in this Proposal. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Bidder to notify the reference, verify contract information, and obtain permission from the reference before completing the form.
- C.** For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least three (3) years.

6.15 Guaranty of Faithful Performance

A Performance Bond shall not be required for this Contract.

6.16 Power of Attorney and Countersignature

Not applicable.

6.17 Execution of Contract

- A.** The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Bidder's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by the Bidder, and delivered to the City, before the Contract will be executed by the City.
- B.** A Bidder's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 6.10).
- C.** The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

6.18 Georgia Sales Tax

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax-exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

6.19 Subcontracts

- A.** The Contractor's right to subcontract shall be governed by the provisions of Section 7.17 of the General Conditions.

- B.** Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.
- C.** The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

6.19 Familiarity with Laws

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested.

6.20 Security

The successful Bidder will be required to comply with all applicable standards of the City relating to security, which may be in effect or changed from time to time.

6.21 Minority and Women Business Enterprise ("MWBE") Participation

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

6.22 Local Developing Business ("LDB") Participation

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

6.23 Insurance

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 7.14 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

6.24 Proposal Errors

In the case of a Bidder's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in blue ink.

6.25 Compliance with Occupational Safety and Health Act

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

6.26 Performance Standard

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Scope of Work. The successful Contractor's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as, additional key performance indicators approved by the City Manager during the term of the contract. The Contractor shall commence tracking key performance indicators in January 2021.

6.27 No Proposals

In the event a potential Bidder elects not to submit a Proposal, such potential Bidder is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

6.28 Public Records/Public Meetings

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

* * * END OF INSTRUCTIONS TO BIDDERS * * *

7. General Conditions

7.1 Scope of Work

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Work attached hereto.

7.2 Regulations

- A.** 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.
- B.** 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.
- C.** 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.

7.3 Work Hours

- A.** The Contractor shall normally perform on-site work during standard work hours, which currently 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 outside the standard work hours. Non-standard work hours may be arranged with prior 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. Work completed outside normal business hours is for the benefit of the City when disruptions can be minimized. Normally, this is scheduled well enough in advance to properly plan. While there is no standard notification period, it is typically weeks ahead of time for major projects. Basic troubleshooting often can be completed remotely via telephone, email or remote computer access. When emergencies or other unexpected events occur, there may be no advance notice provided.

- B. In the event an emergency condition is declared by the Mayor, City Manager or their respective designees, the Contractor will perform work during such hours as requested by the City.
- C. 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.)

7.4 Contractor's Personnel

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. The Contractor shall transfer promptly from the City any employee or employees that the City Manager or designee 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.

- F.** 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.
- G.** 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.
- H.** While working on city property all Contractors' employees shall wear 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.
- I.** Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.

 - 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's Authorized Representative (CAR) 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.
 - 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.
 - 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 7.4.I.4), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
 - 4.** The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.

- J. 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.

7.5 Items Provided by the City

- A. Work Location. The City of Dunwoody shall provide a work location for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' work locations.
- B. Uninterruptible Power Supply (UPS). The City of Dunwoody shall provide a power supply for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' power supplies.
- C. Printers. The City of Dunwoody shall provide a common-use (shared) printers for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' printers or printers for employees not using the common-use printers except when determined by the City a private printer should be provided.
- D. Office Space. The City of Dunwoody shall provide office space for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' office spaces.
- E. Utility Services. The City of Dunwoody shall provide utility services for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' utility services.
- F. Employee Parking. The City of Dunwoody shall provide employee parking for all full-time office-based employees proposed under this contract, as well as other team members working at a City Work Locations. It shall be the sole responsibility of the Contractor to provide for other project team members' parking including, but not limited to full-time employees traveling outside the City.
- G. Vehicles. On January 1, 2021, Contractor shall supply new vehicles necessary to perform the Contract(s). The quantity of vehicles shall be sufficient to provide

each person who routinely performs work throughout the City (e.g. Building Inspector) with access to a vehicle when needed. Pooled vehicles are acceptable as long as the quantity in the pool is sufficient to meet this requirement. It shall be at the City's sole discretion to resolve disputes as to whether the amount is sufficient. As a minimum standard, Contractor shall maintain vehicles in a manner acceptable to the City. Vehicles shall be free of any major defects. Paints, body, and interior shall have only minor (if any) blemishes, and there shall be no major mechanical problems. There shall be little or no rust on the vehicles. Engine compartment shall remain clean, with no fluid leaks. Tires shall match and maintain substantial available tread wear. Vehicles must have a clean title history. Vehicles must pass all required emissions tests. Vehicles shall not have any unsubstantiated mileage at any time. Vehicles shall be replaced at the Contractor's expense at any time the vehicle does not meet the City's standard, no less often than when the age of the vehicle reaches six years or 150,000 miles. The original (or replacement) vehicles' ownership reverts to the City at the conclusion of the contract. If the contract is terminated prior to the end of the 36th month, the City shall purchase the vehicle(s) at the published Kelly Blue Book trade-in value for the same vehicle in "good" condition provided the Contractor has adhered to the standards noted in this section. Contractor allows the City to utilize the vehicles when not in use by the Contractor. These vehicles are to be used exclusively to conduct the business of the City.

7.6 Tools and Equipment

The City shall also supply furniture, fixtures, and equipment for all city offices and full-time office-based contractor employees. Equipment includes those items customarily supplied to office staff such as chairs, computers, phones and office supplies. Cellular phones are issued to City employees only. If an employee of the Contractor requires a phone, smart device, tablet, etc in order to accomplish the scope of the contract, the Contractor is expected to provide such equipment to the employee directly. The Contractor would be required to comply with all open records and IT security requirements associated with data and usage of such equipment.

7.7 Performance Requirements

- A.** The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract provisions, industry standards, and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.

- B. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City Manager, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- C. Dates for commencement and completion of work shall be coordinated with the City's CAR.
- D. 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.
- E. 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.
- F. Any and all materials generated for or received for this project are property of the City and shall be given to the City as soon as reasonable possible. Electronic delivery of all documentation is generally acceptable provided it is received in its original format. Only the City's CAR will provide for exceptions to this provision. The City's CAR will designate a person to collect these materials.

7.8 Confidential Information

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

- E. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7.9 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 unnecessary tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

7.10 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.

7.11 Compensation - Invoice and Payment for Services

- A. 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.
- B. 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. Invoices shall not be submitted more frequently than monthly at the conclusion of each month's performance as set forth in this contract.
- C. The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require. At a minimum, monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- D. 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.

- E. 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.
- F. 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.
- G. Annually, the City will perform a salary review to reconcile the salaries paid for contracted services to the City. Contractor will make available for inspection reports and supporting documentation, sufficient to the City's reasonable satisfaction, showing the direct salaries paid to employees providing services to the City. The City will combine the salaries of the direct employees, the overhead burden ratio and profit margin to determine the amount due for the Contract year. The City will owe the lesser of the not-to-exceed amount shown in Appendix D, Page III or the combined total of the direct salaries, burden and profit margin.
- H. The Contractor shall submit all invoices to: City of Dunwoody, Georgia, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338.

7.12 Compliance with Laws and Regulations

- A. 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.
- B. 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.

- C. 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 O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

7.13 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 7.13 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 7.14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

7.14 Indemnification and Insurance

- A. The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) 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 Contractor's negligent performance of this Contract, or the negligent acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 7.14 (D) below by or in favor of any person described in Section 7.14 (E) below that is attributable to Contractor's negligence, or (iv) arising out of or in connection with 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, or (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City. The indemnification provisions of this Section 7.14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- B.** 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.
- C.** The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. 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.
- D.** 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.

- E.** 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 7.14 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.
- F.** No provisions of Section 7.14 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.
- G. Insurance**

 - 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:

 - a)** Commercial General Liability Insurance including contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, with these required limits:

 - 1.** \$ 2,000,000 General Aggregate
 - 2.** \$2,000,000 Products & Completed Operations Aggregate
 - 3.** \$1,000,000 Personal & Advertising Injury
 - 4.** \$1,000,000 Per Occurrence
 - 5.** \$10,000 Medical Expense, and

- b)** Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident. Such insurance is required even if Contractor is not bidding on service areas requiring routine access to motor vehicles, such as those outlined in Section 7.5 (G). Coverage must include liability for Owned, Non-owned and Hired Vehicles and provide a waiver of subrogation to the City.
 - c)** Contractor shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than \$5,000,000 per occurrence. Coverage must follow form with primary policy and coverage must be as broad as primary policy
- 2.** 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.
- 3.** Additional Insured Endorsement (Form CG 20 10 (07/04) and CG 20 37 (07/04) or equivalent). 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. Endorsement must not exclude the Additional Insured from Ongoing or Products - Completed Operations coverage. Coverage shall include a Waiver of Subrogation.
- 4.** 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 \$1,000,000 for "each accident," \$1,000,000 for "disease policy limit," and \$1,000,000 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. Contractor shall provide a Workers Compensation waiver of subrogation.
- 5.** 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 TWO MILLION DOLLARS (\$2,000,000.00) 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.

6. Health Insurance. Not applicable.
7. Garage Liability Insurance. Not applicable.
8. Garage Keeper's Legal Liability Insurance. Not applicable.
9. Crime Coverage Contractor must provide \$1,000,000 employee dishonesty coverage with coverage extended to 1st and 3rd party claims.
10. Pollution Liability Insurance. Not applicable.
- K. Deductibles. The Contractor's policies of insurance required by this Section 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.
- L. Other Insurance Requirements. All insurance policies required by Section 7.14 (G). 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 7.15 (B) 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 required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of 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.

7.15 Surety Bonds/Letters of Credit/Liability Insurance

- A.** A surety Bond/Letter of Credit is not required for this Contract.
- B.** Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be Admitted to issue insurance policies in the State of Georgia, and (b) must have no less than a "A-" 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.

7.16 Contract Adjustments

- A.** 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 to the scope of work will be set forth in a written Amendment to this Contract.
- B.** Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 7.18 (B) 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.

- C. 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.
- D. Upon the conclusion of the contract, the City may choose, at its sole discretion, to hire employees currently employed by the Contractor. The Contractor agrees to hold the employee harmless from any action resulting from a City-initiated transfer of employment to a City employee.

7.17 Subcontractors

- A. 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.
- B. 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 7.17. 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.
- C. 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.

7.18 Default and termination

A. In the event that:

- 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
- 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
- 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
- 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
- 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
- 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

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
 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.
- B.** 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 7.2 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, 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.
- C.** 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:

1. 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.
2. 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.
3. 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 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.

7.19 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 (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, 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 CAR 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.

7.20 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) or 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 7.17 hereof.

7.21 Notices

- A.** 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.
- B.** 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 and the City Attorney, 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
4800 Ashford Dunwoody Rd
Dunwoody GA 30388

With a copy sent to:

City of Dunwoody, GA
ATTN: City Attorney
4800 Ashford Dunwoody Rd
Dunwoody GA 30388

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

7.22 Nondiscrimination

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
2. Cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Contractor shall include the provisions of subsections 7.22 (A) through 7.22 (E) 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.

G. 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.

7.23 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.

7.24 General Provisions

- A.** The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. 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 Bidders, (vi) the Scope of Work, and (vii) the Request.
- B.** 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.
- C.** 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.
- D.** The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, 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.
- E.** 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
- F.** 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.
 - G.** 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.
 - H.** 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.
 - I.** 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 7.14 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
 - J.** 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.

- K.** 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.
- L.** 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.
- M.** 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; legible microfilm or microfiche, together with access to the applicable reader; compact disc, or similar medium. 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, 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.

- N.** 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.
- O.** 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.

- P. 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.
- Q. There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- R. Time is of the essence for the performance of each of the Contractor's obligations under this Contract. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. In the event that any event or force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Contract.
- S. 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.
- T. 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.
- U. 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.
- V. 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.

W. 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.

* * * END OF GENERAL CONDITIONS * * *

Appendix A - No Response to Request for Proposals

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

John Gates, Purchasing Manager
CONFIDENTIAL – RFP 20-04
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody GA 30338

Our company's reason for not submitting a Proposal is:

Company Name

By:

Its:

Name & Title, Typed or Printed

Appendix B - Affidavit
Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for _____.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

Printed Name: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 2020

*

 Alien Registration number for non-citizens

Notary Public

My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Appendix C - Information Technology Inventory

The following is an overview of the City of Dunwoody IT workloads (Table 1) as well as the list of servers running business applications (Table 2).

Table 1. IT Workloads

Workload Measures	2011	2014	2019
Workstations Supported	105	146	162
Enterprise Applications Supported	10	14	16
Servers Supported	18	37	48
VOIP Phone Supported	85	109	152
Cell Phone/PDA's Supported	45	115	174
Mobile Broadband Devices Supported	48	63	84

Productivity Measures	2011	2014	2019
Service Requests Received	800	1346	1653
Service Requests Completed	800	1340	1601
Certifications/Training Courses Completed	2	2	1
Enterprise Software Deployments	3	5	3
Laptops/Desktops Installed	45	10	60
Servers Deployed	4	11	3

Table 2. Servers and Applications

Model	Manufacturer	Operating System	Applications
Poweredge R520	Dell	ESXi 6.5	ESXi 6.5
Poweredge R620	Dell	ESXi 6.5	ESXi 6.5
Poweredge R620	Dell	ESXi 6.5	ESXi 6.5
Poweredge R730	Dell	ESXi 6.5	ESXi 6.5
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Central Square RMS
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	Gears
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	CourtTran
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	P2P
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	Mob2RMS
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Domain Controller
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	City Works with SQL
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Sire OnBase
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Netwrix
VMWare	VMware, Inc.	Microsoft Windows Server 2016 Standard x64	BisCom Fax
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Microsoft Exchange
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	ESRI Server
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	NetMotion
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Windows File Share
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Tyler Incode
VMWare	VMware, Inc.		Zoom Phone Recording
VMWare	VMware, Inc.	Microsoft Windows Server 2016 Standard x64	Genetec Suite
VMWare	VMware, Inc.	Microsoft Windows Server 2016 Standard x64	Axon
VMWare	VMware, Inc.	Microsoft Windows Server 2019 Standard Evaluation x64	vShere Operations Manager
VMWare	VMware, Inc.	Microsoft Windows Server 2019 Standard Evaluation x64	vCenter
VMWare	VMware, Inc.		Cisco CUAC
VMWare	VMware, Inc.		Cisco CUCM
VMWare	VMware, Inc.		Cisco UCXN
VMWare	VMware, Inc.		Cisco CIMP

Appendix D –Cost Table**Submitted by (FIRM) _____**

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area. The City will evaluate the qualifications of the Contractors to provide the requested services in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience in all selected service areas and has the capacity to properly staff and manage the delivery of high quality services for the City.

Pricing may be, but is not required to be, included for each potential combination of service areas in addition to the individual service areas. For example, Bidder submitting a proposal for Parks and Recreation as well as Public Works may include a schedule for Parks and Recreation, a schedule for Public Works, and a schedule if awarded for both service areas. With seven service areas, this creates a potential for an excessive number of alternative pricing options. Accordingly, the City asks each Bidder to consider limiting the number of alternative schedules to the three most likely or most desirable combination of services in addition to the schedule(s) for individual service(s). Contractors may provide additional options, but they are not expected or required.

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus the burden and profit ratios not-to-exceed those ratios proposed in Appendix D.

Please provide the proposed costs for all applicable service areas. If your organization is not proposing for a specific service area, please indicate so by marking N/A in the corresponding row.

Not-to-Exceed Price by Year and Service Area FIRM (_____)

	Not-to-Exceed Price by Year and Service Area					
	2021 ¹	2022 ¹	2023 ¹	2024 ¹	2025 ¹	2021 - 2025
Public Works						
Finance and Administrative Services						
Planning and Zoning						
Information Technology						
Permitting and Inspections*						
Parks and Recreation						
Facilities Management #						

*The City requests that all Bidders proposing for the Permitting and Inspection services shall provide the City with an alternative method of calculating the contract cost in lieu of the lump sum fee and will show the fee in the table above based on a percentage of an estimated \$1,000,000 in permitting and inspection revenues. (The City generated \$2,338,399. in 2018 and \$2,403,523 in 2019.) Please provide the proposed percentage of the permitting and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Permitting and Inspections: _____%

The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

Submitted by (FIRM) _____

The City will not compensate the Contractor for any “phase-in” or “ramp-up” expenses. Although services should be provided immediately upon commencement of the contract, any such costs incurred should be included in the burden ratio and spread throughout the duration of the Contract’s term. City shall pay the contractors in twelve payments for each month in accordance with the Contract’s General Conditions (Section 7.11 (B)) to be reviewed and adjusted in accordance with the Contract’s General Conditions (Section 7.11 (G)).

Alternative Option One – Service Areas Included

Alternative Option Two – Service Areas Included

Alternative Option Two – Service Areas Included

Contracts may present additional options but an additional option(s) is not expected or required. If submitted, please use the format provided.

Representative Signature _____

Date _____

Printed Name and Title _____

Telephone Number _____

Email Address _____

Submitted by (FIRM) _____

Cost Table

Please use the following table to list all proposed positions as well as potential positions that may potentially be needed later during the term of the contract. Please use a separate cost table for each Service Area. For the second column labeled "FTE Equiv", please include the anticipated percentage of time the position will spend dedicated to City contracted services. If you anticipate that percentage changing during the contract term, please use a separate line for each time it changes, as exemplified below. Alongside each position, add the not-to-exceed annual rate of compensation for each position for each year of the contract. In the final two columns, add the burden ratio and profit ratio. Burden ratio should include all non-direct labor costs including taxes and benefits, back office support and project management, communication and transportation equipment, dues and training, phase-in costs, etc. As a reminder, the burden ratio should include at least 5% of the direct labor to be used as directed by the City for training and travel related to training as specified in Section 3.3.2 (except for Facilities Management).

The total shown above in Appendix D, Page III should be the sum of the proposed positions, burden ratio and profit ratio except for Permitting and Inspections and Construction Management reflected as a percentage of revenues.

The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

Firm Name _____

Firm Name: _____

Position/Action	FTE Equiv	2021 Direct Labor	2022 Direct Labor	2023 Direct Labor	2024 Direct Labor	2025 Direct Labor	Burden Ratio	Profit Ratio	Not-To- Exceed Position Price
<i>EX. Accountant</i>	1.0	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	50%	20%	\$469,678
<i>EX. Accountant</i>	0.5				\$25,000	\$26,250	50%	20%	\$87,125
For Facilities:									
<i>EX. Custodial/ Maintenance Work</i>	NA	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	-	-	\$469,678
<i>EX. Landscaping</i>	NA	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	-	-	\$15,000
<i>EX. HVAC Maintenance</i>	NA	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	-	-	\$15,000

Appendix E – Examples of Previous Work with Similar Operations and Clients

The Technical Proposal Contract may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material in an **Appendix: Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

RFP 20-04 ADDENDUM 1
Municipal Government Services

3-25-2020

Addendum 1 refers to the Pre-Proposal Conference scheduled at 1 p.m. ET on Monday, March 30, 2020 becoming a call in conference. See details below.

In light of the COVID-19 pandemic, the pre-proposal conference for RFP20-04 Municipal Services will be a call in conference. It is scheduled for 1 p.m. on Monday, March 30, 2020.

Please click the link to join the webinar: <https://zoom.us/j/378808234>

Or iPhone one-tap: US: +13126266799,, 378808234#

Or call: US: 13126266799 Code: 378808234#

Submittal Guidelines Remain Unchanged:

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked **“John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Government Services.”** Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Monday, April 17, 2020**, at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

RFP 20-04 Addendum 2 Municipal Government Services**April 7, 2020****Questions and Answers**

1. **What is excluded from the page count? Transmittal letter, cover pages, table of contents? What is included in the 50 page limit? For instance, front and back covers, section dividers, table of contents, et cetera?** The number of pages in the PDF will consist of the pages counted towards the 50-page limit and only pages in the Technical Proposal count towards that limit. The separate Cost Proposal and/or the Appendix of Other Work is not in that total. Any Appendix or Cost Proposal should be separate PDFs from the Technical Proposal. If you are bidding on more than one area, the Technical Proposal may exceed the 50-page limit as referred to in the next question. **If proposing on multiple departments is the page limitation 50 pages per department? (We don't think that we will need nearly that many pages, but we may need some pages beyond 50 to cover multiple departments.)** The 50-page limit is per section on which you are bidding. Example: If you bid on two sections, you then have 100 pages. **Are the required forms counted as part of the 50 page limitation?** Yes, everything except the Cost Proposal and the Appendix consisting of Other Examples of Work are within the 50-page limitation. **Clarification provided in the Pre-proposal Conference contradicts verbiage in the RFP. The RFP section 2.3.1 Technical Proposal Content: "The Technical Proposal Content may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above the fifty page limit in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or may not be read by reviewers and will not be considered part of the official proposal"** The Pre-proposal Conference: Mr. Vinicki commented that the 50 page limit referred to the number of pages in the pdf of the proposal. That limitation was referring only to the Technical Proposal, as references above. In summary – the 50-page limit is the Technical Proposal only and there is 50-pages per section on which one is bidding. Cost Proposal and the Appendix are separate.
2. **On page 68 of the RFP is the following text: Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to Purchasing@dunwoodyga.gov no later than Friday, March 27, 2020 at 2:00 pm EST. This date of Friday, March 27, 2020 at 2 p.m. EST was restated to Friday, April 3, 2020 at 2 p.m. ET at the pre-proposal conference.**

3. If we propose on multiple departments, we may need to provide more than the three reference projects. Can we provide three reference projects per department and not have the "extra" references count against the 50 page limitation? You may provide three references for each area on which you are bidding and the 50-page reference is per area of the Technical proposal.
4. Can you provide a list of the field service contracts held by the City, e.g. pothole patching and mowing, for the departments listed in the RFP and the number of work orders and dollar volume of activity for each for the two most recent years? The number of field service contracts involved in all area of city operations is large and not all information is tracked uniformly. Specific open records request by subject area may provide documents to answer questions for some activities.
5. Would the City view a bid that combined the Finance and Administration Department with any other department or departments as creating a conflict of interest? No, it would not be viewed as a conflict of interest.
6. Are hyperlinks to online content acceptable within the main body of the proposal? If hyperlinks are included within the proposal, evaluators do not have to go to the hyperlink (as information on hyperlinks may change after submittal) and the individual evaluator may deem the proposer non-responsive to that part of the proposal by referring to an outside source.
7. Can organizational charts be on 11 x 17 pages and if so would they count as one or two pages? All proposals are to be on 50 8 ½ x 11 pages. If you have items which expand beyond that limit, they should be broken into separate pages or condensed to 8 ½ x 11.
8. What is the breakdown on number and job title for employees currently on staff in the Planning and Zoning department, and the Permitting and Inspections department? For example, how many code enforcement officers, plan reviewers, planners, inspectors, etc. The current contracted staffing for each department, not just Planning, can be fluid based upon the needs at a given time, some individuals working currently are fractional staff split between Dunwoody and other cities or counties. We refer all proposers to the existing contracts and amendments to those contracts for references to possible FTE alignments. Under 1.2 of the RFP, it states: "Accordingly, head counts, existing staff evaluations, organization structures and costs may not be relevant to proposals for this RFP and should be considered only under this understanding." Understanding that past and current contractor staff supporting the City may be different than what has been provided, will the City provide historical or current FY data regarding FTEs of staff provided by contractors for each department along with position descriptions and related labor category qualifications sought by the City? The city does not keep uniform information on contracted by department and we refer proposers to the existing contracts and amendments. Along with labor categories and position

descriptions, will the City provide information regarding levels of experience for the service positions sought by the City? The City assumes the proposals will provide the proper levels of experience to cover the scope of services.

9. Also, will you still be requiring physical copies of the proposal to be submitted or will you be moving to an upload or email submission? In light of the COVID-19 outbreak and the subsequent obstacle to safely accessing printers and binding supplies, would the City of Dunwoody consider accepting online-only submittals? The hard copies and delivery method will still be required. While City Hall is closed to the public, deliveries are still accepted by all couriers.
10. Would the City delay or eliminate the requirement for a notary to attest to required signatures? For the purpose of this proposal, the use of a notary to attest is waived. However, a notary will be needed at contract signing stage for the successful firms.
11. Concerning Information Technology: How many full time IT employees will this IT Manager (contractor) manage? Are you replacing your whole IT full time staff, or just some key roles? Which roles? There are no full time city employees in Information Technology; the contract would be to manage the entire department. These mid-to-upper level specialists to primarily support public safety systems will be onsite? Staff to assist with public safety and all non-public safety supporting staff are expected to be on site as needed to accomplish the tasks in the proposal. Will all hardware, software, maintenance costs be covered by The City as the owner of the assets? The cost to maintain hardware and software owned by the City will be covered by the City. Any proprietary software to be used exclusively by the chosen vendor is to be covered by the vendor.
12. First, which City staff members (direct or contracted) have been asked to serve as an evaluator on the proposals? Exact membership of all City staff members has not been determined given the current COVID-19 pandemic, but fulltime department heads will be an evaluator over their areas and no contractor will be allowed to evaluate any proposal or participate in its review. Secondly, will any contracted personnel (including the purchasing manager) have access to the technical or pricing proposals before they are available to Council as a recommendation or otherwise made public? With the exception of the purchasing manager, contracted staff will not participate in any part of the evaluation process. The purchasing manager will be acting in an administrative duty only and not as an evaluator. Contracted staff will have access to any records available under the Georgia Open Records Act as if they were not working for the City.
13. What are the problem areas and trouble shooting involved with the website today? Currently, IT staff work trouble shooting minor website issues and working with the third party application, but the majority of issues are addressed by the third party vendor. If there are additions or changes need, how is that process handled? If

additional work outside of the scope is needed a contract amendment would be required. It would have to be approved by Mayor and Council.

14. On the cost table, example shown on page 112 of the RFP. Can a firm choose to combine the Burden Ratio and Profit Ratio into a single percentage number? For departments where burden and profit ratio information is required, those items may not be combined and doing so may make the bid considered non-responsive.
15. Given that the City has added a Facility Management Department, does the following still apply under Finance and Administration? 1.3.1.9 Perform roles related to facility management including, but not limited to, small repairs at City Hall, maintenance of building equipment such as door locks and key assignments and coordination with property management. The item contained in the Finance RFP 1.3.1.9, does not appear to belong in the Finance RFP. Correct. This aspect should be removed under the Scope of Work for Finance & Administration.
16. It would appear there might be a discrepancy in the numbering in the RFP. Correct. In the final uploaded version of the RFP, the automatic numbering system changed Section 2 into a second Section 1 and changed Section 3 to Section 2 by accident. The numbers following the 1 or the 2 in changed sections were still correct in most all instances. (Ex: 2.2.1 became 1.2.1. in most instances.) The auto numbering self corrected with Section 4. Proposals listing items in the Scope of Services can use the original listing or modify them. Firms should at minimum maintain the same order. There is no section 2.1(g) as referenced on page 57 (and five other places). "2.3.1.3.2 Qualifications of Staff - The City expects staffing levels within the service areas to remain flexible to allow additional back office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. – See Section 2.1(g) regarding staff reassignments. In addition, Bidders shall provide answers to the following: ..." On RFP page 55, element 2.3.1.2 states: "Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services." Should this reference be to element 1.1 Scope of Required Services found on pages 8-11 of the RFP? Correct. In the posted RFP, this would be the second Section 1.1(g). 3.3 Proposal Content has sub-numbering that sequentially begins with 2.3.1. There are two bullets in the posted RFP (Section 2 Proposal Format) which kept the Section 3 number: They are 3.3 Proposal Content and 3.3.2 Cost Proposal Content. Section 2.3 Finance and Administrative Services is 2.3 in the TOC and incorrectly sequentially numbered beginning with 1.3 in the detailed discussion beginning on page 21. In summary, all items between pages 8 and 52 should start with the number 2 not 1, items between pages 53-50 should start with a 3 not 2.

17. Would the City honor a bidder's request to hold in confidence resumes marked "Confidential"? This pertains to individuals who currently work for other organizations submitting a letter of commitment to join the contractor's team as a new hire in support of the City. All information submitted in any RFP that is subject to the Georgia Open Records law will remain so.
18. To conserve space and avoid duplication, will the City accept proposals presented in an order different from the RFP so long as the proposal responds to each element requested by the City and includes specific cross-references clearly identifying which RFP element is being referred to? For example, under the General Service delivery requirements, could common activities, such as those related to staffing and training, be grouped and addressed together as an integrated activity, once again, so long as specific cross-reference is made to respective RFP elements being addressed? Under 2.3.1.2 of the RFP, it states that "Failure to address any item listed below may result in rejection of a proposal." The RFP then lists seven general requirements that the City would like offerors to respond to. Given that most of the requested information identified by the seven bullets is covered under General Requirements items a – ee, can offerors organize their response to requirement a – ee so that they address the seven bulleted requirements to avoid duplication? The proposals by bidders are to maintain the same order as requested. Proposals may refer to a previous answer in the response for brevity, but omitting the answer and combining elsewhere is not permissible. Example. "This is addressed in 2.X.X.2" would be permissible. To combine those answers at one location and not refer to where it is could be considered non-responsive by an evaluator.
19. Will the City consider establishing a budget and funding for "Other Direct Costs" for items the contractor is expected to provide? (Uniforms, boots, tablets, any non-training related travel for example). This budget would be priced separately from labor pricing, identified as an ODC pool of dollars, and would be utilized upon review and approval from the City. Those costs are assumed to be within the burden cost provided in the proposal.
20. Does the City's Finance and Administrative Services contract provide administrative service support for respective SOW service areas 2.2 - 2.8? Or should the offeror include administrative support as part of its staff plan if the offeror believes such support is necessary? The administrative support for Finance & Administration is for that department as well as for overall city functions – front desk support and the city manager's office. Should the provider feel that they would need administrative support for their department individually that should be included in the proposal.

21. **Will the annual reconciliation of billed amounts compared to amounts derived from W-2 data be performed by individual labor category or by each service area?** By service area.
22. **Does the City accept electronic plans for review?** Yes.
23. **Is CDBG support services provided under Planning and Zoning?** The City does not currently accept CDBG funding, however that function would fall under Community Development.
24. **Can bidders propose alternatives to FTE pricing for specialized services such as the security component of IT?** For Information Technology, the official proposal must be based on FTE. The scoring will be based on that form of cost proposal and no firm will be selected based on an alternative cost proposal being present in their submittal. However, if a firm includes an alternative in their scope and that firm is selected as the finalist, they may ask to negotiate using their alternative model, but the City reserves the right to reject that alternative and hold the firm to their original cost proposal.
25. **Will the City consider contract changes based on a review by our insurance company representative?** It may be considered with successfully bidding firms.
26. *The following questions were submitted shortly before the deadline. Due to the COVID-19 pandemic and a temporary staff shortage, we have not been able to address them as of yet, but plan to as soon as possible in another addendum.*
1. *Can we get a complete listing you're your inventory? You have 48 servers in your total but list only 27 (including the VMware hosts) in the inventory. (including specifications of each)*
 2. *What is your email platform? What version are you running?*
 3. *Do you have mail archiving*
 4. *Can you supply an inventory of networking equipment? Switches, routers, firewalls*
 5. *Do you have a mobile device management platform. It is in house or provided by a service.*
 6. *Is your VOIP phone system provided as a service or in house.*
 7. *What are your 16 enterprise applications.*
 8. *Of your 162 workstations supported, how many are windows 7, windows 8, windows 10, non windows, how many workstations are running home version.*
 9. *of your 48 servers how many are 2008 server or older, how many 2012, 2019.*
 10. *How many SQL servers are in use. versions.*
 11. *How many applications share SQL servers.*
 12. *What ISP speed do you have at your location(s)*
 13. *How are the Cities sites interconnected on the network.*

- 14. In the case of a DR scenario, how many of your servers would be considered mission critical. (of the 48 listed)*
- 15. How do employees work remotely, if there is a remote working policy in place.*
- 16. How does public safety connect to the network.*
- 17. What is the distribution of Public safety equipment to City Equipment (servers/workstations/phones)*
- 18. How much total data do you have in use across the 48 servers. How much of that data applies to mission critical servers.*
- 19. 1.5.2.8 Does the city want the vendor to host the City's email service or is the city requesting a contact list from the vendor?*
- 20. 1.5.2.9 Does the City have a compliance policy for the DR plan or is this a state requirement?*
- 21. 1.5.11 Is the city requesting for the vendor to archive and host historical emails or just provide discovery services?*
- 22. 1.5.2.13 Does the city want the vendor to provide offsite storage in addition to the city's files servers? Does the city want the vendor to host a VPN for remote users or for the vendor to configure a VPN tunnel for the city?*
- 23. Does the city require all staff to be onsite or would be open to having a hybrid approach of some staff on-site and some remote.*

Pre-Proposal Conference Attendee List on March 20, 2020**City Staff**

Eric Linton, City Manager
Sharon Lowery, City Clerk
Billy Grogan, Police Chief
J. Jay Vinicki, Assistant City Manager
Linda Nabers, Finance Director
John Gates, Purchasing Director
Ginger LePage, IT Manager
Nicole Stojka, HR Director
Richard McLeod, Community Development Director
Brent Walker, Parks and Recreation Director
Michael Smith, Public Works Director
Michael Starling, Economic Development Director

The below list consists only of those individuals outside of City staff that responded by email that they attended the pre-proposal conference. Due to the nature of call-ins for the teleconference, this list is assumed to be incomplete.

Chris Pike
Carlos Huntley – Coffeetree Group
James Sibel – Coffeetree Group
James Wardrop – Coffeetree Group
Matt Houser – Jacobs
Prasad Yedavalli – 3Di
Laura Cook – JAT Consulting
Rachel Bembry – JAT Consulting
John Wesley Scales, Jr. - Diversified Technologies, LLC
John Dulmer – Jacobs
Bob Koncar – Inframark
John Drysdale – Lowe
Kevin McOmber – CPL
Ariel M Robles – TekRecruiters
Steve Willienborg – Nova
Robert Porche - Jacobs

RFP 20-04 Addendum 3 Municipal Government Services**April 8, 2020****Questions and Answers**

- 1. Can we get a complete listing you're your inventory? You have 48 servers in your total but list only 27 (including the VMware hosts) in the inventory. (including specifications of each)** See attached spreadsheet
- 2. What is your email platform? What version are you running?** Exchange 2013 Standard
- 3. Do you have mail archiving** Yes.
- 4. Can you supply an inventory of networking equipment? Switches, routers, firewalls** The request list is very general and we recommend using a specific open records request for documentation associated with it.
- 5. Do you have a mobile device management platform. It is in house or provided by a service.** Maas360
- 6. Is your VOIP phone system provided as a service or in house.** In house-cisco PBX
- 7. What are your 16 enterprise applications.** OnBase, Incode, TCM, Central Square, Exchange, City Works, ConnectWise, Genetec, ArcGIS, UCS, Veeam, Sharepoint, Maxview, Office, Axon, Maas360
- 8. Of your 162 workstations supported, how many are windows 7, windows 8, windows 10, non windows, how many workstations are running home version.** Windows 10 Pro and Windows 7 Pro
- 9. of your 48 servers how many are 2008 server or older, how many 2012, 2019.** 2 – Server 2008. 24 – Server 2012. 10 – Server 2016. Remaining servers are Linux.
- 10. How many SQL servers are in use. versions.** 8 – SQL Server 2012 Standard. 3 - SQL Server 2016 Express. 1 SQL Server 2008 Standard
- 11. How many applications share SQL servers.** None
- 12. What ISP speed do you have at your location(s)** 100

13. How are the Cities sites interconnected on the network. Sites are connected via a combination of site-to-site IPsec VPN tunnels and routing over private point-to-point links

14. In the case of a DR scenario, how many of your servers would be considered mission critical. (of the 48 listed) ~10

15. How do employees work remotely, if there is a remote working policy in place. Employees work remotely using a variety of methods. The employee handbook discusses working from home.

16. How does public safety connect to the network. They use a secure VPN

17. What is the distribution of Public safety equipment to City Equipment (servers/workstations/phones) Without knowing what specific equipment is included in this request, it is impossible to calculate.

18. How much total data do you have in use across the 48 servers. How much of that data applies to mission critical servers? See attached spreadsheet. ~30 TB for just mission critical.

19. 1.5.2.8 Does the city want the vendor to host the City's email service or is the city requesting a contact list from the vendor? Email is current on premise on Exchange 2013 but will be migrated to Office 365 this fiscal year. The vendor will oversee that management.

20. 1.5.2.9 Does the City have a compliance policy for the DR plan or is this a state requirement? Disaster recovery policies are to be overseen by the vendor and in compliance with all federal and state laws.

21. 1.5.11 Is the city requesting for the vendor to archive and host historical emails or just provide discovery services? Archiving email is currently done by Barracuda and the vendor will oversee that management.

22. 1.5.2.13 Does the city want the vendor to provide offsite storage in addition to the city's files servers? Does the city want the vendor to host a VPN for remote users or for the vendor to configure a VPN tunnel for the city? Offsite storage is done by Microsoft Azure and at the City Annex. The vendor's must oversee and manage efforts for offsite storage.

23. Does the city require all staff to be onsite or would be open to having a hybrid approach of some staff on-site and some remote. The vendor is expected to have staff in place to complete the work in the scope of services.

Note: Addendum Three mistakenly included a file with security related information non-redacted. Those pages have been redacted in this contract.