

To: Members
Dunwoody City Council

From: J. Jay Vinicki
Assistant City Manager

Re: 2023 Dunwoody Community Survey Firm Recommendation

Date: 13 January 2023

Action

Authorize the mayor, city manager, or designee to execute all documents necessary and proper to enter into a contract with Probolsky Research to conduct the 2023 Community Survey at a cost not to exceed \$20,000

Summary

The city was scheduled to do a Community Survey in 2020, but with the pandemic delayed action until 2023. The last one was done in 2018. The survey polls a statistically valid random sample of residents to gauge their satisfaction with City services.

Details

In November 2022, Dunwoody solicited proposals for a community survey of residents as a follow-up to surveys conducted in 2018, 2015 and 2013. The survey will measure residents' satisfaction with City services, as well as gather opinions on select issues. Staff anticipates using survey results for the purposes of monitoring and analyzing trends, assessing, and prioritizing current and future projects, services and outreach within the community, and assisting in strategic communications and engagement initiatives.

Staff requested proposals from experienced firms capable of performing the following tasks in conducting a community survey:

- Identify a proven survey methodology to achieve a statistically valid random sample for attaining informative and accurate results.
- Work with City officials to formulate survey questions and format using potential topic areas, including public trust and quality of life, as a minimum basis for desired information collection.
- Identify the appropriate survey instrument that will result in a scientifically valid random sample.
- Compile and analyze the data to produce a written report outlining the survey methods, key findings, conclusions, recommendations, and cross-tabulations.
- Create a final report that includes a review and comparison to the previous community survey results.
- Make a presentation of key findings and recommendations to City staff and City Council

Staff received a total of three proposals. The highest scoring firm, Probolsky Research, is recommended for approval by the Council.

The overall budget for the 2023 Community Survey is \$20,000, which includes the cost of survey development, execution, and analysis. The firms and their rankings are included below. Probolsky proposes spending \$19,400 on the project, staff asks that the not to exceed amount be up to the budgeted \$20,000

Firm	Total points
Probolsky Research	256
ETC Institute	229
Millan Chicago, LLC	192

Probolsky Research has deep experience and strong references from cities conducting similar surveys, which are statistically valid, multi-modal, and multilingual. The firm proposes using a sample size of at least 525 residents to yield a +/-4.3% margin of error at a 95% level of confidence. This is a statistically representative, random sample that will allow for statistically reliable comparisons among all subgroups in Dunwoody's population. Work can begin immediately. Barring unexpected circumstances, a report will be ready no later than early summer.

Recommendation

Authorize the mayor, city manager, or designee to execute all documents necessary and proper to enter into a contract with Probolsky Research to conduct the 2023 Community Survey at a cost not to exceed \$20,000

December 8, 2022

John Gates
Purchasing Department
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Authorized Representative:

Adam Probolsky, President
Probolsky Research
1629 K Street NW Suite 300
Washington DC 20006
adamp@probolskyresearch.com
Telephone: 202-559-0270

Subject: 2023 Community Survey City of Dunwoody

John:

Thank you for the opportunity to offer our research services to the City of Dunwoody. We look forward to helping the City conduct a community survey among its residents.

Having conducted thousands of similar projects for local governments nationwide, we have unmatched experience conducting communitywide surveys. Our research will identify community needs and collect feedback from across the City, including any historically marginalized communities. Recent relevant clients include the cities of Arvada (CO), Edgewater (CO), Hampton (VA), and Napa (CA), the towns of Bluffton (SC) and Westerly (RI), and the counties of Dakota (MN), Hamilton (OH), Richland (SC), and Wake (NC).

We love measuring data and look forward to working with staff on this project. Our specific methodological recommendations will help us achieve an inclusive representation of the City's residents. We will implement the survey using a format, methodologies, and survey instrument that best meets the needs of the City. We will track findings over time to measure progress from previous surveys conducted for the City (2013, 2015, and 2018) as well as benchmark data to help the City understand where they stand compared to other similar-situated cities.

We have an in-house clinical social worker – unique for a research firm, but a hugely important part of our ability to understand the emotional connection residents have with their local government.

We bring the understanding of diverse communities to our work and the language capabilities that ensure that our research is more accurate than any other firm can provide. To ensure inclusivity and representation of all voices, we will conduct our research in **English, Spanish, and other languages as requested** to limit communication barriers. Our in-house equity officer will help ensure the research process is sensitive to ADA and diversity, equity, and inclusion (DEI) issues in design and distribution methods.

You can count on me to be available, as much as requested, to facilitate meetings, design research instruments, administer the survey, tabulate results, and after our research is complete, develop written reporting and make presentations – **in-person** or virtually to the Dunwoody City Council. We are looking forward to working together helping build the roadmap to your strategic goals and priorities.

I am authorized to bind Probolsky Research to the contents of this proposal for a period of 120 days.

Sincerely,



Adam Probolsky
President



PROBOLSKY RESEARCH
1629 K Street NW Suite 300
Washington DC 20006

Washington DC (202) 559-0270
Newport Beach (949) 855-6400
San Francisco (415) 870-8150

City of Dunwoody

Proposal for: 2023 Community Survey

Prepared for:
John Gates, Purchasing Manager

December 12, 2022



Opinion Research on
Elections and Public Policy

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Firm Description

Established in 1992 and organized as a Limited Liability Corporation, Probolsky Research LLC specializes in market and opinion research. We are a woman and Latina-owned firm; we are multi-lingual.

Contact Information:

Adam Probolsky, President
 Probolsky Research
 1629 K Street NW Suite 300
 Washington DC 20006
adamp@probolskyresearch.com
 Telephone: 202-559-0270

While Adam Probolsky will serve as project manager and the City's point of contact, our entire staff, with broad government research experience, will participate in projects for the City. We are a medium sized firm with a staff of twelve – everyone working on this project possesses an understanding of design, implementation, and statistical analysis of resident satisfaction surveys.

You will always work with our senior staff at the executive and director level, all of whom have advanced, research related degrees.

Probolsky Research understands community and municipal needs: We have acted as pollster and strategic advisor on hundreds of local, county, and statewide government agencies – each community has its own uniquely diverse constituency.

Probolsky Research has unmatched experience successfully providing culturally responsive, and accessible research. Our proposal includes providing professional Spanish language translation as well as any other appropriate languages.

Services

Our research services include:

- Telephone surveys
- Mail surveys
- Online surveys
- Multi-mode surveys
- Individual in-depth interviews (IDIs)
- Focus groups
- Field Focus Groups™
- Community meetings
- Engagement
- Community Discussion Boards

Client Service Philosophy

We include unlimited meetings and presentation time. We welcome the chance to meet in-person and make presentations as directed, without limitations.

We believe in regular and open communication and a collaborative working relationship. We know that staff is busy, so we limit the need for staff time and make ourselves available on your schedule.

Cyber Security

We take data integrity seriously. All client materials are hosted in a secure digital cloud environment that employs 256-bit Advanced Encryption Security to keep your data secure. This is the same level of encryption used by the U.S. Government. Our data is stored on U.S. based computers and cloud services.

Accessibility Standards

Our online survey platform follows the most current and best practices ensuring accessibility for people with a diverse range of sight, hearing, movement, and cognitive abilities, including impaired users. Our online survey platform is 508 compliant (U.S. Rehabilitation Act), offering features to adhere to Section 508 including screen-reader and navigation capabilities, responsive survey layout design, accessible survey themes for the visually impaired, and accessibility testing.



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Methodology Description

Due Diligence

We begin every research project by understanding how our client got to this moment in time. We understand that the City uses survey data to assess and prioritize current and future projects and services in the community. Our work will allow the City to continue to measure resident satisfaction with City services as well as gather opinions on other selected issues in the community. We have already reviewed the 2018 Dunwoody Community Survey Report, potential topics for the 2023 Community Survey, current resident demographics, [2020 – 2040 Comprehensive Plan](#), and other relevant data.

You cannot overwhelm us with background information and data. We expect to pour through staff reports, financial reports, past polling, news clips, and social media posts talking about the City. We believe this is an essential part of providing best practice approaches to the City that enhance efficiency and effectiveness. There is nothing peripheral about our work. We are passionate about helping cities improve their connection with their constituents.

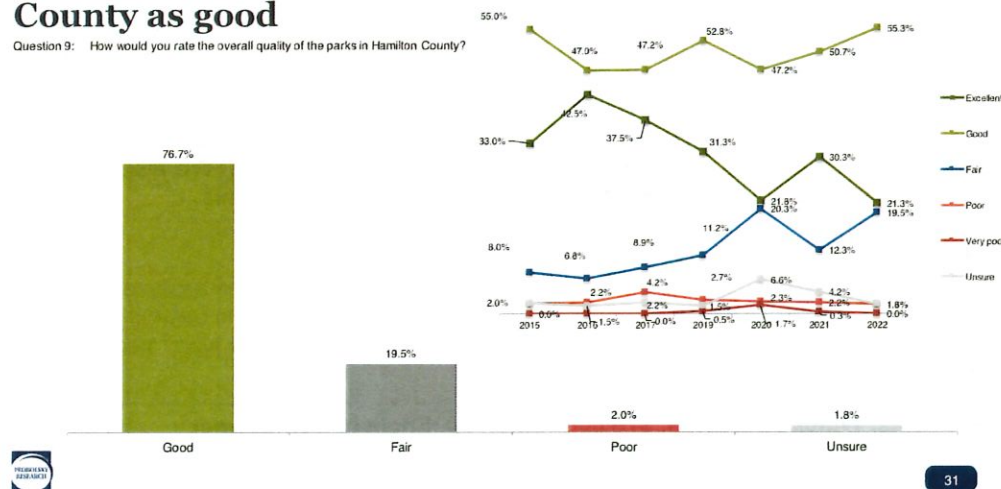
Goals

Specifically, we will:

- **Identify** a proven survey methodology to achieve a statistically valid random sample for attaining informative and accurate results
- **Work** with City officials to formulate survey questions and format using the topic areas shown in Attachment A as a minimum basis for desired information collection
- **Identify** the appropriate survey instrument that will result in a scientifically valid random sample. This may include a combination of several methods including but not limited to direct mail, email, web-based, and phone
- **Compile** and analyze the data to produce a written report outlining the survey methods, key findings, conclusions, recommendations, and cross-tabulations

77% rate the overall quality of the parks in Hamilton County as good

Question 9: How would you rate the overall quality of the parks in Hamilton County?



EXAMPLE: Results tracking over time (Great Parks of Hamilton County, OH)



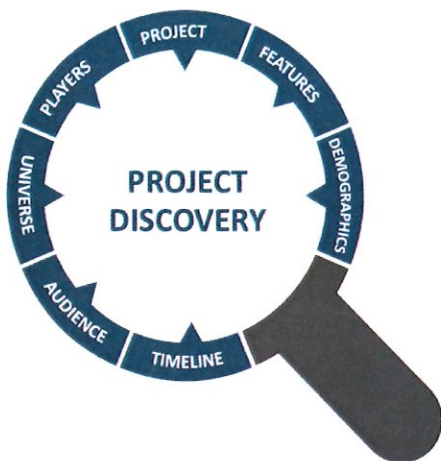
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Survey Design

We will meet with City officials to formulate survey questions and format using the topic areas provided by the City.



Using the information gleaned from meetings, conference calls, past research, background information provided by staff, and our own open-source preliminary research, we will make recommendations for the number of questions, suggested content and questions, and duration of survey to maximize engagement results.

We are always available to our clients. We will continually keep the City informed of progress with meetings and updates. We will accommodate any meeting or call schedule staff requests. As an example, this might include daily emails, weekly calls, and monthly meetings. At least one project team member will be available 24/7 for urgent matters.

Following meetings or conference calls in which we discuss proposed modifications, Probolsky Research will incorporate agreed-upon changes. We recognize that this may require several rounds of revisions. Once we produce the final draft, we will submit the questionnaire for final approval before the survey is translated and fielded.

Conducting the Survey

Once the questionnaire has been finalized, we professionally translate the questionnaire into the languages decided on, create phonetic pronunciations of names for telephone responses, and establish quotas to match resident demographics and geographic location within the City, and program the proportions, along with the survey, into our software utilized for telephone and online responses.

After programming, the survey is tested for logic and presentation. Once this initial testing has been completed, we conduct a soft launch, also known as a pre-test, of the survey and collect 20 completed interviews. Once the pre-test collection period is complete, our team meets to go over the results and address any problem areas that come to light, adjusting the survey as necessary.

We conduct quality control checks on a regular basis throughout the survey process. We check for correct skip patterns, randomization and rotation, and completeness of responses. We also actively monitor to ensure that respondents will match the demographic make-up of City residents.

Verbatim Responses to Open-Ended Questions

Once we code the responses to open-ended questions into categories, we analyze the tone and word choices and overlay demographic data for each response. This demographic overlay will provide the City with a deep understanding of the opinions by age, ethnicity, gender, home type, income, language, etc. when reading their comments. Here is an example:

Female, 40-49, White/Caucasian, \$75,000- \$149,000, English, Homeowner
 Question: What is the top issue facing your community?
 Answer: Activities for teens

Example of a verbatim response with demographic overlay



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Survey Methodology

Statistically Valid Dual-mode, Multi-lingual Survey Approach

We use a multi-mode methodology for all surveys, meaning that we will conduct the survey by several modes that may include telephone using our live U.S.-based professional interviewers, online via our secure digital platform through email, and text message, as well as other options like targeted social media ads, panel recruiting, and mail.

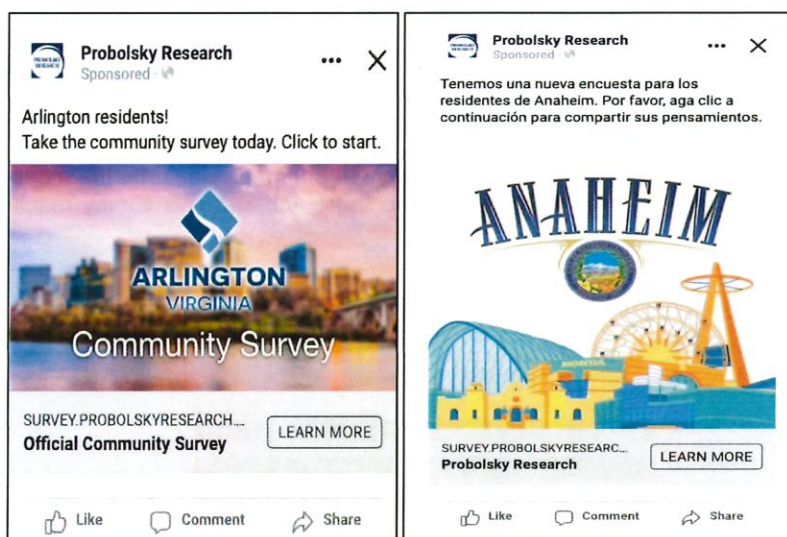
This multi-mode approach maximizes the accuracy and reach of the research, increases participation rates, and minimizes response bias. We look forward to a robust discussion with City staff on the strategy for each survey mode, timing, and target goals.

Participants can choose their preferred language at the onset of their survey experience.

Online participants can complete the survey from any device: computer, tablet, or mobile phone. Telephone participants use their land line or mobile phone to complete the survey.

Social Media Recruiting

We can recruit targeted and verified City residents to complete the survey from social media and survey panels. This innovative and inclusive approach allows us to capture responses from residents who are not in some databases. Below are two examples of targeted online recruitment advertisements.



EXAMPLE: Social media recruitment advertisements



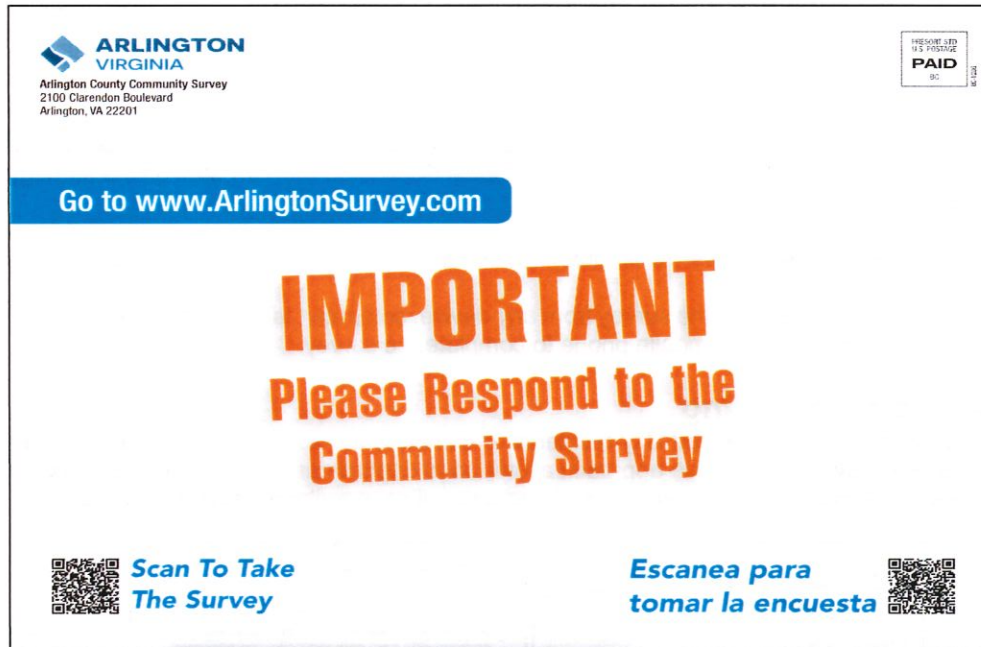
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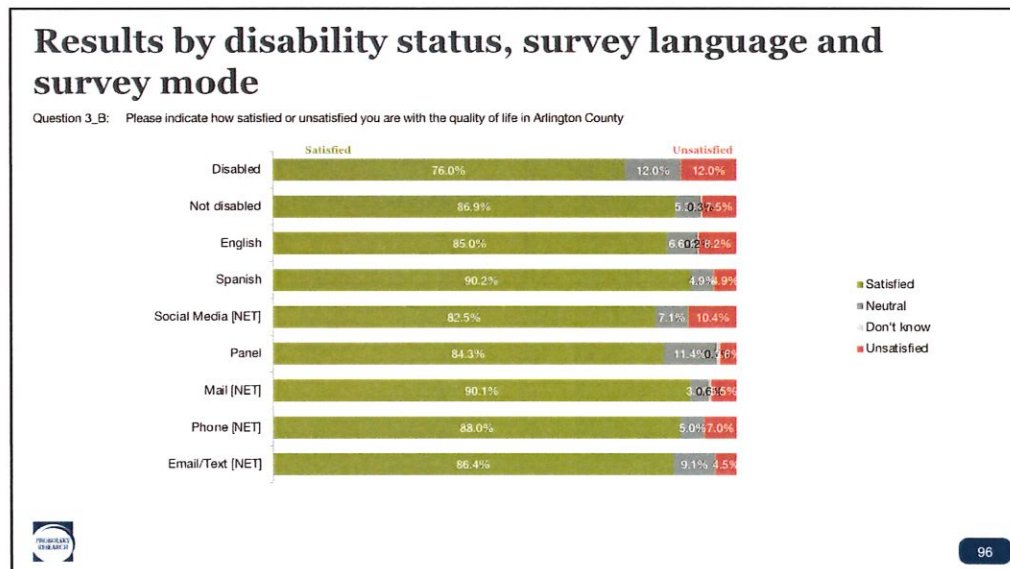
Mailed Invitation

We can also send mail to residents encouraging them to complete the survey. Below is an example of a recent invitation.



EXAMPLE: Mail invitation (Arlington County, VA)

We believe that our statistically valid multi-mode, multi-lingual approach would be the most advantageous to the City because it will provide them with the most accurate and inclusive survey results. Below is an example of our reporting by survey mode.



EXAMPLE: Survey results by mode (Arlington County, VA)



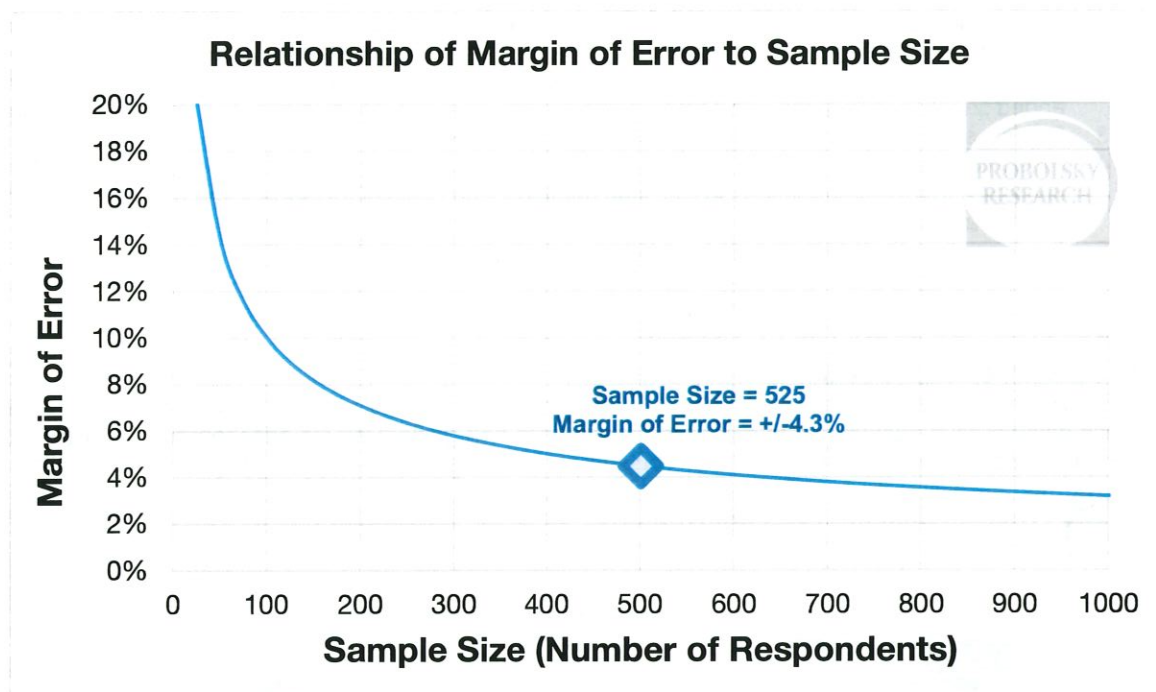
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Preferred Sample Size

A sample size of at least 525 residents is robust and will be more than adequate to fulfill the City's goals. A sample of 525 completed interviews among residents will yield a $\pm 4.3\%$ margin of error at a 95% level of confidence. The statistically representative, random sample will allow for statistically reliable comparisons among all subgroups of the City of Dunwoody's population (e.g., by demographic variables).



Sample Stratification

The statistically valid sample file of the City of Dunwoody residents will be secured by Probolsky Research, at our expense, from consumer and government databases that included, addresses, emails, and phone numbers – (landlines and mobile phones) and is inclusive of all residents, both demographically and geographically.

Unique to Probolsky Research: We match the demographics of Dunwoody residents. This means we capture real responses of the right number of each gender, age group, ethnicity, etc. It is critical for data accuracy to capture residents in smaller communities throughout the City.

Data Analysis

We complete comprehensive statistical analyses of the research results, utilizing software programs, including IBM, SPSS, and R to conduct deep statistical testing, such as multiple regression analysis. Both qualitative and quantitative data will be analyzed in a scientifically valid manner. This helps us discover and present statistically significant results – beyond the broad opinions – and understand the specific factors that contribute to attitudes and beliefs of residents. Such analyses are crucial in identifying gaps in public perception and awareness. Once we have run all analyses on results, cross tabulations are developed, graphics are generated, and other elements of the report are prepared.



Reporting

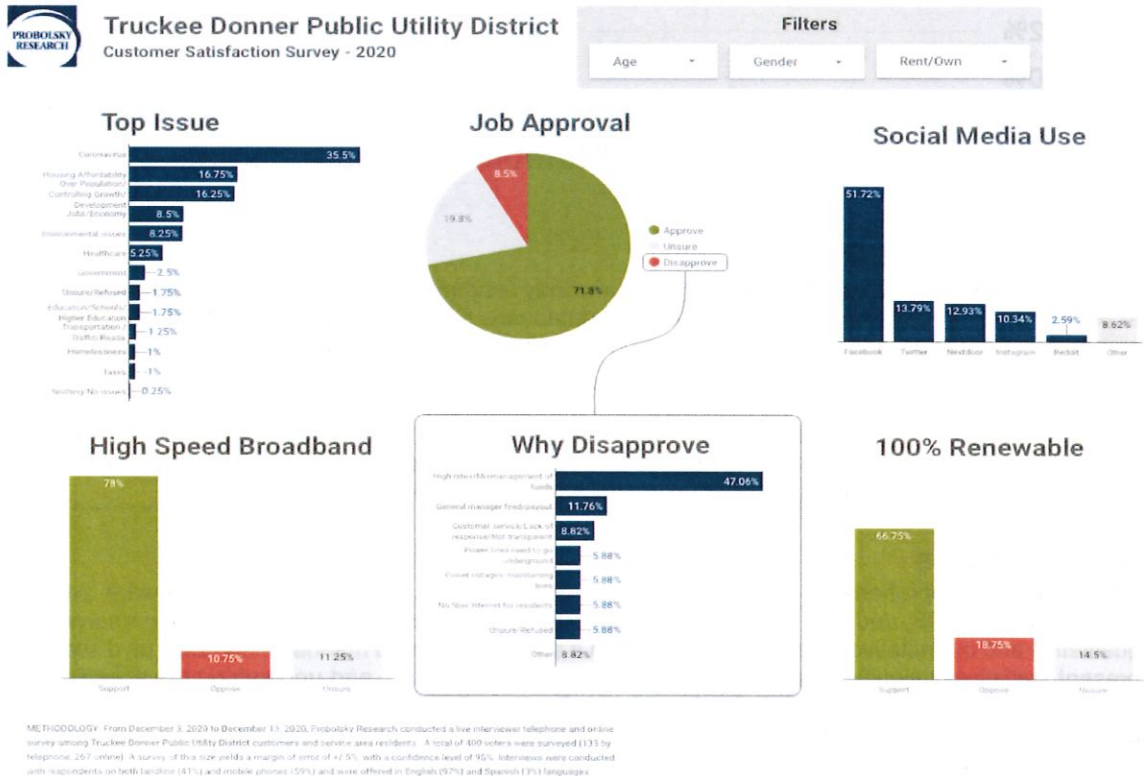
Our reporting is comprehensive and immediately usable by decision makers. Our product includes:

1. Summary of findings in PowerPoint presentation format – focused on actionable and usable data results, graphics, benchmarking data and crosstabulations
2. Report on results, including survey background and results, methodological description, questionnaire, survey top lines (displaying the aggregate percentages of responses to each question), a review and comparison to the previous community survey results (previous survey data tables to be provided by the City), cross-tabulations based on key demographic information, open-ended question responses with demographic overlay, analysis, conclusions, and recommendations
3. Results sent via electronic (PDF) and physical form (hard copy)
4. Presentations to City staff, the Dunwoody City Council, and other audiences as directed of key findings and recommendations to City staff relating to the goals of the survey and be translated into a tool that staff and elected officials can use for long-term strategic planning
5. In-person meetings, presentations, conference calls, and ongoing consulting

Additional Survey Tools

Results Dashboards

Probolsky Research offers interactive results dashboards to display key findings from our research. Each results dashboard is customized to meet the City's needs and goals. Results dashboards allow users to filter data based on specific demographics. You can explore an example dashboard by following [this link](#).



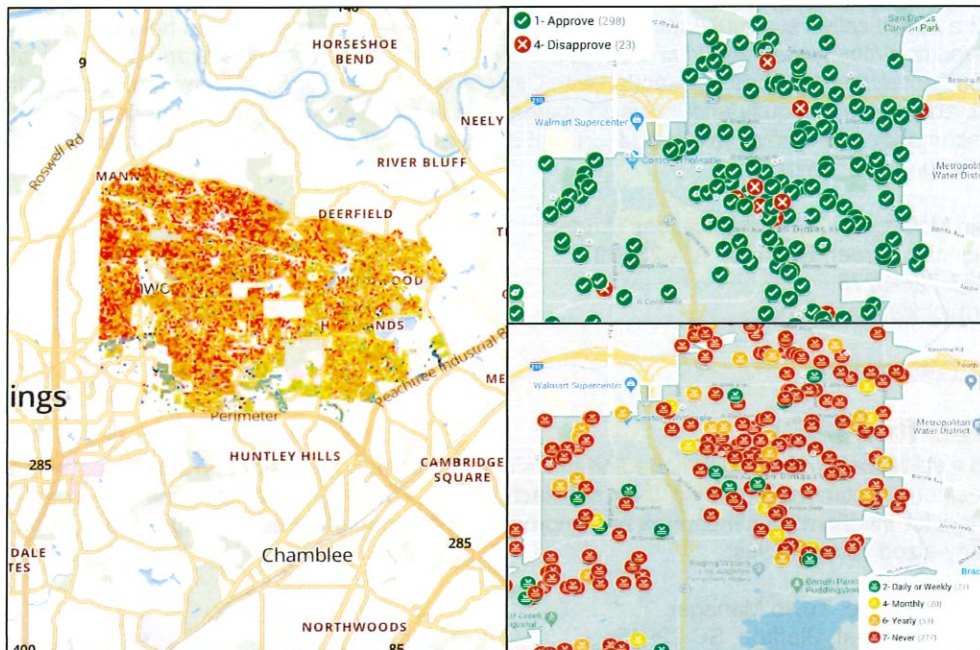
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Geospatial Mapping

Geospatial mapping of results is included. We will map survey respondents and their responses to different questions geographically. Our method ensures that individual respondents cannot be identified.



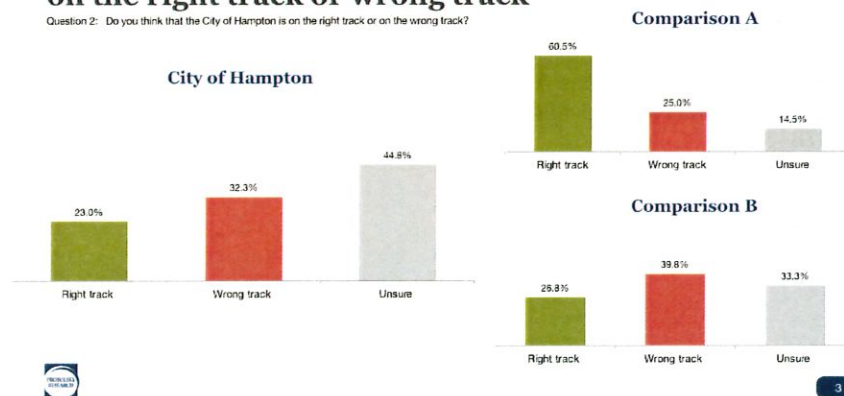
EXAMPLE: City of Dunwoody residents mapped (left). Respondents mapped by geography and response to questions (San Dimas, CA- right)

Benchmarking

We will track survey findings to provide the City with an annual benchmark of resident responses as well as provide benchmarking data of other similar municipalities across the state, region, and nation. Below is an example of our benchmark reporting.

45% of residents are unsure whether Hampton is on the right track or wrong track

Question 2: Do you think that the City of Hampton is on the right track or on the wrong track?



EXAMPLE: Benchmarking with similarly sized communities (City of Hampton, VA)



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References

City of Hampton (VA)

We conducted a statistically valid multi-mode, multi-lingual survey among residents to help policymakers better understand community sentiments and be responsive to the community's needs and communication preferences. Subject matter includes satisfaction with City services, perceptions of Hampton, resident trust of government, and diversity, equity and inclusion issues. The survey was used as a management tool for the City to benchmark and improve. We included trend analysis on all reporting for the City, tracking how results have changed over time.

Contact: Robin McCormick, Communications Strategist

Address: 22 Lincoln Street, Hampton, VA 23669

Telephone: 757-728-3276

Email: rmccormick@hampton.gov

[Link to Results Presentation](#)

Town of Bluffton (SC)

We conducted a statistically valid, multi-mode and multi-lingual community satisfaction survey for the Town to measure resident sentiment regarding their satisfaction with Town services. Our findings were as a management tool for the Town to benchmark and improve. We benchmarked our findings – comparing the Town to similarly-sized communities.

Contact: Stephen Steese, Town Manager

Address: 20 Bridge Street, Bluffton, SC 29910

Telephone: 843-706-4500

Email: ssteese@townofbluffton.com

[Link to Results Presentation](#)

[Link to Report on Results](#)

City of Napa (CA)

For more than eight years we have conducted an annual, statistically valid multi-mode, multi-lingual survey among Napa residents to help policy makers understand community sentiments and be responsive to the community's needs and communication preferences. The surveys are also used as a management tool for staff to benchmark and improve. We included trend analysis on all reporting for the City of Napa, tracking how results have changed over time.

Contact: Jaina French, Community Relations Analyst

Address: 1600 School First Street Napa, C A94559

Telephone: 707-258-7843

Email: jfrench@cityofnapa.org

[Link to Results Presentation](#)

[Link to Report on Results](#)



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Government Client List

Probolsky Research has extensive experience conducting surveys for local government agencies. Below is a partial list of government clients.

Arlington County, VA	Deschutes County Health Services, OR
Borrego Springs Fire Protection District	Desert Healthcare District
California Coastal Conservancy	Desert Water Agency
Clean Water Services, OR	Dublin San Ramon Services District
Coachella Valley Association of Governments	El Dorado Irrigation District
City of Beaverton, OR	East Bay Municipal Utility District
City of Burbank	East Valley Water District
City of Canyon Lake	Eastern Municipal Water District
City of College Park, MD	Elsinore Valley Municipal Water District
City of Colton Water Department	Great Parks of Hamilton County, OH
City of Corona Dept. of Water/Power	Irvine Ranch Water District
City of Dixon	Jurupa Community Services District
City of Edgewater, CO	Kaweah Delta Healthcare District
City of El Segundo	Kern County
City of Encinitas	Los Angeles County
City of Fontana	Macomb County, MI
City of Gresham, OR	Marin Water
City of Half Moon Bay	Metropolitan Water Dist. of Southern California
City of Hampton, VA	Mission Springs Water District
City of Huntington Beach	Municipal Water District of O. C.
City of Huntington Park	Nevada Department of Transportation
City of Indian Wells	Nevada Irrigation District
City of Laguna Niguel	North Texas Tollway Authority
City of La Quinta	Orange County Cemetery District
City of Loma Linda	Orange County Sanitation District
City of Loma Linda Water Division	Orange County Water District
City of Napa	Paramount Unified School District
City of Newport Beach	Pittsburgh Water and Sewer Authority
City of Norco	Rialto Water Services
City of Placerville	Richland County, SC
City of Pomona	Riverside Public Utilities
City of Rancho Cucamonga	San Bernardino County Employee's Retirement
City of Redlands	San Bernardino Municipal Water Department
City of Redlands Utilities Department	San Bernardino Valley Municipal Water District
City of Rialto	San Bernardino Valley Water Conservation Dist.
City of Riverside	San Geronio Pass Water Agency
City of San Bernardino Water Dept.	Santa Clara Valley Water District
City of San Dimas	Santa Cruz County, C A
City of Santa Ana	Santa Margarita Water District
City of San Clemente	Sea Isle City, NJ
City of Stanton	Temescal Valley Water District
City of Twentynine Palms	Truckee Donner Public Utility District
Coachella Valley Water District	Town of Avon, CO
Colorado Dept. of Local Affairs, Div. of Housing	Town of Bluffton, SC
Costa Mesa Sanitary District	Town of Westerly Public Schools, RI
Contra Costa Water District	Virginia Outdoors Foundation
Dakota County, MN	Western Community Energy
Delta Vector Control District	Western Municipal Water District



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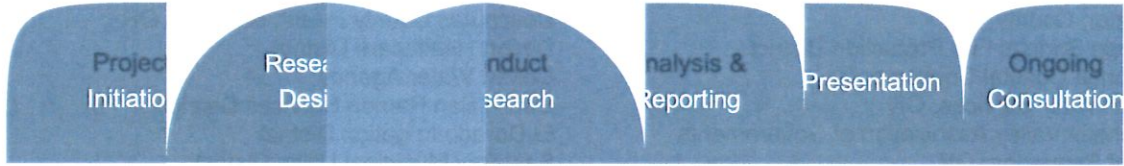
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Project Schedule

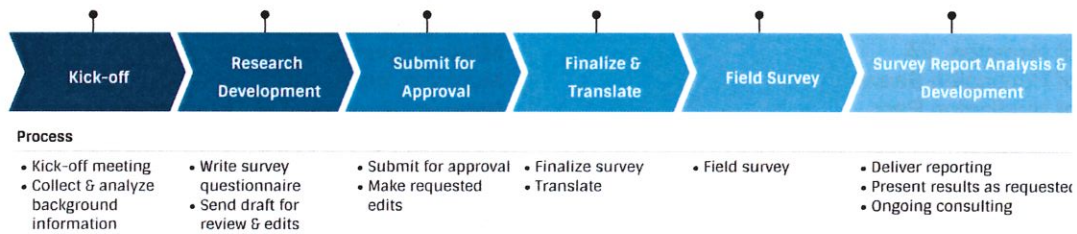
We have a simplified process that delivers accurate and actionable results.



We can meet any timeline provided by the City. We can start our work for the City on or before January 12, 2023 and complete all our work in a matter of weeks if requested.

Below is an example of an extended timeline that can be easily modified.

Timeline



Washington DC

Port Beach

Project Budget

Our pricing is all inclusive. **We do not charge for travel or other expenses.** We welcome the chance to develop the ideal methodology and budget in discussion with staff. We are flexible.

2023 Community Survey Pricing

Number of Questions/Time	Universe	Number of Respondents	Margin of Error	Cost
To Be Determined	City of Dunwoody residents	525	+/-4.3%	\$19,400
Languages: English, Spanish, and other languages as requested				
Level of confidence: 95%				
Mode: Online, Telephone, and Mail				

Itemized Breakdown

Item	Cost
Identify Survey Methodology	No charge
Formulate Survey Questions	\$1,200
Identify Appropriate Survey Instrument	No charge
Compile and Analyze Survey Data	\$16,500
Final Report	\$1,700
Presentation to City Staff	No charge
Presentation to Dunwoody City Council	No charge
Additional Tasks	No charge



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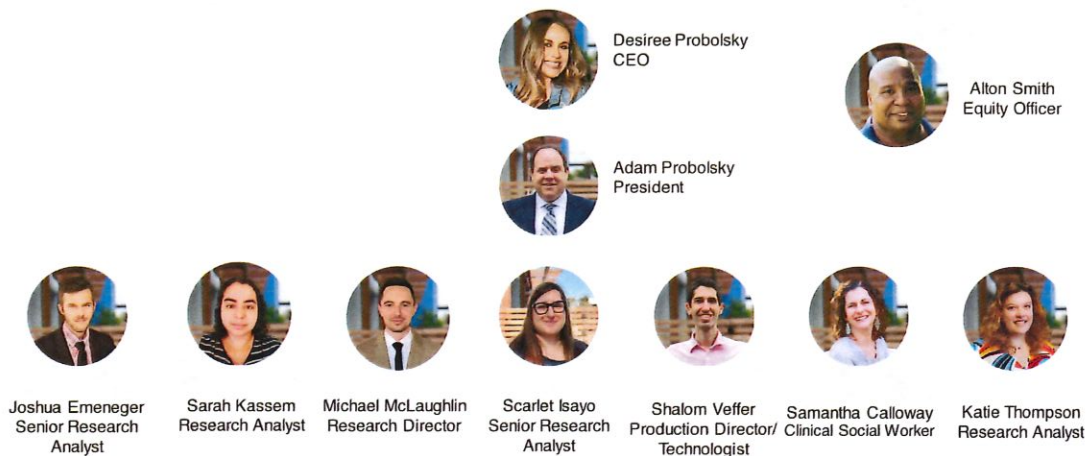
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Resumes of Assigned Staff

All Probolsky Research staff is cross-trained, and every member of our team will be intimately familiar with the City's project details. This ensures continuity, timeliness, and quality of work product. We conduct objective research and provide impartial analysis.

This organizational chart includes the Probolsky Research team that will be assigned to this project.



Desiree Probolsky, CEO

Desiree has more than a decade of branding, customer service, market research and strategy development experience.

Project Responsibilities:

- Oversee all staff and contract compliance

Experience:

- She works with Probolsky Research's broad client base spanning business, government, and non-profit sectors.
- A credentialed English teacher and former legislative staffer for the California State Senate, Desiree earned her MBA from the Paul Merage School of Business at the University of California, Irvine and her undergraduate degree at California State University, Fullerton.

Adam Probolsky, President and Project Manager

Adam is a data scientist who can explain complex research methodologies to any audience and has 30 years of experience as a pollster and strategic advisor on thousands of national, state and local research projects for governments, large institutions, corporations, and non-profits.

Project Responsibilities:

- Oversee all aspects of the project
- Responsible for staff and contract compliance

Experience:

- Adam works with Probolsky Research's broad client base spanning business, government, and non-profit sectors.
- Adam was both a planning and finance commissioner for the City of Irvine.
- Adam earned his master's degree in Data Analytics and Visualization from the Maryland Institute College of Art in Baltimore, Maryland.



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Michael McLaughlin, Research Director

Project Responsibilities:

- Michael is involved with all types of research projects we conduct for clients.
- Manages development of research instruments, data analysis, and reporting.

Experience:

- Michael has experience in both economic and public policy research.
- Received his B.A. in Economics from East Stroudsburg University, his M.A. in Economics from the University of Detroit Mercy, and his M.A. in Political Science from Lehigh University.

Joshua Emeneger, Senior Research Analyst

Project Responsibilities:

- Joshua is involved with all types of research projects we conduct for clients.
- Responsible for development of research instruments, recruiting, conducting the research, and reporting.

Experience:

- Joshua has more than five years of research experience in public policy and election related projects.
- Graduate of the University of Texas, Austin, B.A. Political Science and University of Chicago, M.A. International Relations

Scarlett Isayo, Senior Research Analyst

Project Responsibilities:

- Scarlett is involved with all types of research projects we conduct for clients.
- Manages development of research instruments, recruiting, conducting the research, and reporting.

Experience:

- Scarlett has experience working in public policy, campaigns and for non-profits.
- She received her B.A. in political science from California State University Stanislaus, and her M.A. in Political Science from California State University Los Angeles.

Shalom Veffor, Production Director/Technologist

Project Responsibilities:

- Shalom is involved with all technological aspects of our research projects.
- Shalom is responsible for our research technologies and the facilitation of research projects.

Experience:

- For more than a decade, he has been producing compelling graphics and video.
- Shalom is involved in all aspects of the messaging content, motion graphics, presentation graphics, printed materials, and video Probolsky Research produces for all clients.
- Shalom has also been the driving force behind creating Probolsky Research new research technologies, including our Field Focus Groups™.

Alton Smith, Equity Officer

Background:

- Alton is a disabled veteran who grew up in New Jersey and has lived in California for more than thirty years.
- Alton currently resides in Tustin, C Awith his wife, three daughters, and grandson.

Experience:

- After serving in the Marine Corps., Alton began a career in communications and later in health care.
- Alton previously served as a Calvary Baptist Church board member where he oversaw a group men's home and as a board member of the Community of Faith, a 501c3 non-profit that fed the homeless and helped place them in housing.



Samantha Calloway, LCSW MSW Clinical Social Worker

Samantha is a Clinical Social Worker with more than twelve years of community and human connection experience.

Project Responsibilities:

- She is a licensed clinical social worker with a deep understanding of the human experience. Her expertise with accessing the emotional drivers behind human behaviors brings a new dimension to the research process.

Experience:

- She works with Probolsky Research's broad client base spanning business, government, and non-profit sectors.
- Samantha's training affords her a special understanding of human experiences that provides us insight into human behaviors and patterns.
- She has overseen project development and implemented solutions that get to the root cause of social drivers.
- Graduated with her B.A. in Sociology from Brandeis University and her Master of Social Work from the University of Southern California.

Katie Thompson, Research Analyst**Project Responsibilities:**

- Katie is involved with all types of research projects that we conduct for clients.
- Responsible for collaborating with teammates to create questionnaires, analyze data, visualize results, and summarize findings.

Experience:

- Katie has experience working with market research analytics for private firms in the manufacturing and agriculture industries as well as experience overseeing nonprofit and political data collection.
- Graduated from Iowa State University with a degree in Political Science and Sociology

Sarah Kassem, Research Analyst**Project Responsibilities:**

- Sarah is involved with all types of research projects we conduct for clients.
- Responsible for development of research instruments, recruiting, translating, conducting the research, and reporting.

Experience:

- Experience working on public policy, political campaigns, fundraising, and for non-profits
- Arabic-language and statistical analysis software expert, training in research design, quantitative and qualitative analysis
- Received her B.A. in Political Science and German from the University of North Carolina at Greensboro and an M.A. in Political Science from Appalachian State University



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San Francisco

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Additional Information

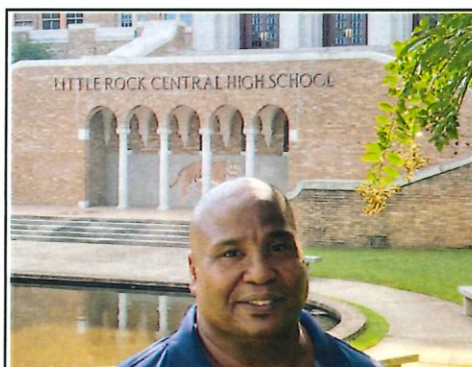
Diversity, Equity, and Inclusion Statement

At our core, we are an organization that celebrates equity and have always attracted a broad spectrum of staff that reflects America. Our diverse staff includes African Americans, Asian-Americans, Latino-Americans, and Native Americans. Most of our staff are women – we are Latina/Native American, and woman owned. We also have staff who identify as LGBT, multiple faiths, diverse immigration status, and who speak multiple languages.

We believe this diversity affords our organization with the best context for conducting research among diverse populations. Being inclusive of the ways people differ is the best way to ensure that all peoples are represented in our research. This means speaking to people in their preferred languages and in the mode that is most comfortable to them.

Our best tools for ensuring inclusion of all peoples, is our multi-lingual, multi-mode methodological approach. This means that we always include Spanish as an option for our surveys and consider including other languages in consultation with each client. This also means that we speak to respondents on their terms, for example, on the telephone or online. Further, we segment these conversations to best suit the lifestyle of respondents, allowing them to speak to us on their landlines or mobile phones, or respond online from an email or text message invitation or through mail. Additionally, our online survey software is Section 508 compliant (U.S. Rehabilitation Act), which means that people with disabilities including visual and other physical impairments can participate. Other research modes are available as necessary and include mail, door-to-door canvassing, and location-based.

Everyone deserves the same access, treatment, and opportunity



Meet our Equity Officer, Alton Smith. He is a disabled veteran who grew up in New Jersey and has lived in California for more than thirty years. After serving in the Marine Corps., he began a career in communications and later in health care. He previously served as a Calvary Baptist Church board member where he oversaw a group men's home, and as a board member of the Community of Faith, a 501c3 non-profit that fed the homeless and helped place them in housing. He lives in Tustin, C Awith his wife, three daughters, and grandson.

Research Approach: Equity



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San Francisco

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Proposal Form

RFQ 22-10

PROPOSAL FORM

RFQ 22-10 2023 Community Survey

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents (available at <https://www.dunwoodyga.gov/business/doing-business-with-the-city/procurement-opportunities>) has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFQ 22-10 Community Survey, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

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



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RFQ 22-10

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

Company Name:

Work is anticipated to commence on or about the week of January 12, 2023.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The Proposer agrees to provide all work described in this document.



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RFQ 22-10

Legal Business Name Probolsky ResearchFederal Tax ID 20-8136277Address 1629 K Street NW Suite 300, Washington DC, 20006

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

Yes _____ No ☒Representative Signature Printed Name Adam ProbolskyTelephone Number 202-559-0270Fax Number 949-855-6405Email Address adamp@probolskyresearch.com*Washington DC**Newport Beach**San Francisco*

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4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
dunwoodyga.gov | 678-382-6700

2023 Community Survey Request for Qualifications RFQ 22-10

The City of Dunwoody is soliciting competitive sealed qualifications from qualified consultants to conduct a community survey of its residents.

Proposals should be written and delivered sealed, marked on the outside with the RFQ 22-10 and Company Name. Proposals will be received until 2:00 P.M. local time on **Monday, December 12, 2022**, at the City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and read.

The city staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, invite to interview (at Proposer's expense at the city's site or remotely) one or more of the proposers whose proposals appear to best meet the City's requirements. The purpose of such an interview would be for all proposers to elaborate upon their Proposal before a recommendation for ranking of the proposals is made. Interview responses along with the written Proposal and samples (if any), will become part of Proposer's submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

The City, in its discretion, may award the contract to the responsible and responsive proposer submitting the proposal, which is deemed to be the most advantageous to the City, price and other factors being considered. The following are evaluation criteria the City will consider in determining which Proposal is most advantageous to the City:

Proposed Management Plan, Approach of Work, and Firm Qualifications - 0 to 100 points

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

Interview, if necessary - 0 to 50 points

Pricing - Once firms are evaluated on their qualifications they will be ranked. The city will then negotiate a fee with the highest-ranked firm. If no agreement can be made, then the City will begin negotiations with the 2nd highest-ranked firm. Negotiations will proceed in this manner until an agreement is reached. Total project costs (including all time and out-of-pocket expenses) will not exceed \$20,000.

Questions regarding bids should be directed to John Gates, Purchasing Manager, at purchasing@dunwoodyga.gov or by calling 678-382-6750. Proposals are legal and

binding upon the proposer when submitted.

The written qualification documents supersede any verbal or written prior communications between the parties.

Recommendation of award will be made to the proposer submitting the most responsive and responsible proposal. The City anticipates selecting a firm for this contract following fee negotiations no later than **January 4, 2023**. The City reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest. The City reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible proposer(s) at its discretion.

We look forward to your proposal and appreciate your interest in the City of Dunwoody.

Mailed Proposals must be addressed as follows:

Purchasing Department
ATTN: 2023 Community Survey City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

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

Thank you,

John Gates
Purchasing Manager
City of Dunwoody

City of Dunwoody Community Survey 2023

Project Overview

The city of Dunwoody is soliciting proposals to conduct a community survey of its residents. The survey is intended to measure the residents' satisfaction with City services as well as to gather opinions on selected issues in the community. The survey results will be used to assess and prioritize current and future projects and services in the community. The results of the 2023 survey study will be compared to the results of previous community surveys conducted by the city in 2013, 2015 and 2018.

Background

The City of Dunwoody (approximately 51,000 residents and 20,600 households) is a picturesque community nestled just outside the Atlanta perimeter at the northern end of DeKalb County. The City of Dunwoody is approximately 13 square miles and 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 number of Fortune 500 companies, with a diverse and affluent residential base. The City is fortunate to have strong neighborhoods, high-ranked public and private educational institutions, a variety of places of worship, and several neighborhood-level shopping centers and office complexes.

The road network and public transit system provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family-friendly, convenient location for businesses and visitors.

Scope of Work

The City of Dunwoody seeks proposals from consultants performing the following tasks in conducting a community survey:

- Identify a proven survey methodology to achieve a statistically valid random sample for attaining informative and accurate results.
- Work with City officials to formulate survey questions and format using the topic areas shown in Attachment A as a minimum basis for desired information collection.
- Identify the appropriate survey instrument that will result in a scientifically valid random sample. This may include a combination of several methods including but not limited to direct mail, email, web-based, and phone.
- Compile and analyze the data to produce a written report outlining the survey methods, key findings, conclusions, recommendations, and cross-tabulations.

- Final report should include a review and comparison to the previous community survey results (previous survey data tables to be provided by the City.)
- Make a presentation of key findings and recommendations to City staff. The findings should relate to the goals of the survey and be translated into a tool that staff and elected officials can use for long-term strategic planning. Results must also be provided in electronic format upon completion.
- Make an oral presentation of results to the Dunwoody City Council.
- The Consultant may propose additional tasks including additional survey tools as deemed necessary to complete the community survey.

Proposal Requirements

Although the City requires no specific format, this section is intended to provide the consultant with features that the City will look for and expect to be included in the proposal:

- Description of the Consultant's firm including company history, current number of employees and contact information.
- Description of the methodology proposed to conduct the Community Survey including objectives, processes, procedures and end product.
- List at least three references demonstrating a thorough understanding of community surveying including agencies for which similar surveys have been undertaken. Include names, addresses, telephone numbers and a brief description of the project.
- A project schedule identifying beginning and ending dates for each phase of work.
- A project budget, including the total cost as well as an itemized breakdown of the compensation required to accomplish each phase outlined in the proposal.
- Resumes of professionals who may be assigned to the project.
- Any additional information that the consultant deems appropriate.

Attachment A

Potential Topics for 2023 Community Survey:

- Public Trust
 - City Council responsiveness to the community
 - City staff responsiveness to the community
 - Quality of communication
- Quality of Life
 - Most important issues facing citizens/ businesses
 - Quality of Community involvement and public event opportunities/initiatives
- City Services
 - Performance of city departments
 - Customer service
- Policy
 - Top priorities
 - How to prioritize
- Capital Needs
 - Most Desired
 - Least Desired
 - How to prioritize

PROPOSAL FORM**RFQ 22-10 2023 Community Survey**

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents (available at <https://www.dunwoodyga.gov/business/doing-business-with-the-city/procurement-opportunities>) has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFQ 22-10 Community Survey, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

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

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

Company Name:

Work is anticipated to commence on or about the week of January 12, 2023.

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The Proposer agrees to provide all work described in this document.

RFQ 22-10

Legal Business Name_____

Federal Tax ID_____

Address_____

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

Yes_____ No_____

Representative Signature_____

Printed Name_____

Telephone Number_____

Fax Number_____

Email Address_____

GENERAL CONDITIONS

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

1. SCOPE OF WORK

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

2. REGULATIONS

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

3. WORK HOURS

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

4. CONTRACTOR'S PERSONNEL

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

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

5. ITEMS PROVIDED BY THE CITY

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

6. TOOLS AND EQUIPMENT

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

7. PERFORMANCE REQUIREMENTS

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

8. CONFIDENTIAL INFORMATION

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

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

9. USE OF PREMISES

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

10. SAFETY AND PROTECTION

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

11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

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

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

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

12. COMPLIANCE WITH LAWS AND REGULATIONS

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

13. CONTRACTOR'S LIABILITY

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

14. INDEMNIFICATION AND INSURANCE

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

- agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.
- 14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

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

14.7 Insurance

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

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

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

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

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

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

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

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

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

15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 15.1 A surety Bond/Letter of Credit is not required for this Contract.
- 15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

16. CONTRACT ADJUSTMENTS

- 16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

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

17. SUBCONTRACTORS

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

18. DEFAULT AND TERMINATION

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

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

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

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

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

19. CITY'S AUTHORIZED REPRESENTATIVE

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

20. ASSIGNMENT

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

21. NOTICES

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

City of Dunwoody, GA
ATTN: City Manager
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

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

22. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

23. COPYING DOCUMENTS

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

24. GENERAL PROVISIONS

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

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

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

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

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

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

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