



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

To: Mayor and Council

From: Ginger LePage, Technology Director

Date: 3/25/2024

Subject: Approval of agreement for new Managed Networking Service Provider

Action:

Authorize the Mayor, City Manager, or a designee to execute all documents necessary and proper to enter into an agreement with Seamless Advanced Solutions to serve as the City's Managed Networking Service Provider.

Summary:

Due to transition of the Technology Director and Technology Manager positions to internal City staff from the current managed technology service provider, the City's current technology managed service agreement is no longer fully inclusive of all technology and one of the areas evaluated is networking. Currently, all escalated networking needs are charged as additional costs above the current agreement. Therefore, staff worked with the purchasing department to post RFP 23-11 Managed Networking Service Provider, to select the best fit option for the network refresh and establish a networking service provider agreement that is inclusive of current and future networking needs.

Details:

The attached RFP 23-11 Managed Networking Service Provider was opened on 12/19/2023 and ran until 2/1/2024. There were six (6) vendor submittals.

RFP process:

1. The technical evaluation committee for the initial phase included internal and external technology department managers and engineers. The committee completed thorough evaluations of the technical proposals. The average score for each section of the proposals was documented as the technical evaluation score.
2. After the technical evaluation was completed, the cost proposals were reviewed and scored.
3. The cost proposal scores were calculated and narrowed the submitters to the top 2 highest scores. All submitters were notified of the top 2 submitters, and interviews were scheduled with Cirrus9 and Seamless Advanced Solutions.
4. The technical interview committee handled the interview portion of this process. After completing interviews, Seamless Advanced Solutions stood out as the most responsive and qualified to the RFP requirements.
5. Once the leading submitter was identified, the submitted references were contacted and both the Whinestone US, Inc. and Texas A&M contacts had very positive feedback.



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Recommended Action:

Staff recommendation award agreement to Seamless Advances Solutions for the project and first year, not-to-exceed cost of \$238,300.00. This cost includes estimated one-time charges of \$183,300.00 and a recurring 12 month estimated cost of \$55,000.00. These charges will be covered in the Technology ARP budget under the network refresh for the first year. After the first year has ended, these charges would be covered by general funds at an estimated \$55,000 per year. These charges are estimated based on historical hours needed but would be paid as actual hours worked.

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

Villard "Ardy" Bastien City Council Post 1
Jim Riticher City Council Post 2
Tom Lambert City Council Post 3

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

Packet page....

RFP 23-11 Managed Networking Service Provider

Criteria	Seamless	Cirrus9
Mandatory Elements - 40	38.75	32.50
Detailed Response to Phases - 40	38.75	40.00
Instructions Followed - 20	16.75	16.75
Evaluation Phase 1 Response - 50	43.75	48.75
Evaluation Phase 2 Response - 50	42.50	48.75
Evaluation Phase 3 Response - 50	41.25	48.75
Evaluation Phase 4 Response - 50	41.25	48.75
Proposal Organization and Response - 50	42.50	47.50
Example Project Plan - 25	17.50	21.75
Qualifications - 25	17.50	19.25
References - 50	45.00	48.75
Preferable Features - 25	10.00	21.25
Value Added Products - 25	10.00	15.00
Technical Table - 100	99.39	100.00
Total - 600 possible	504.89	557.75
Cost Proposal - 50	23.00	45.00
Sub Total - 650 possible	527.89	602.75
Interviews (optional) - 150	150	70
Additional Interviews (if needed) - 50		
Final Total - 850 possible	677.89	672.75

Criteria	SoftSages	4Tech	Interdev	Lumen
Mandatory Elements - 40	36.25	33.75	35.00	33.75
Detailed Response to Phases - 40	27.50	35.00	30.00	32.50
Instructions Followed - 20	15.50	11.25	13.75	15.50
Evaluation Phase 1 Response - 50	35.00	40.00	37.50	33.75
Evaluation Phase 2 Response - 50	35.00	41.25	35.00	33.75
Evaluation Phase 3 Response - 50	35.00	40.00	35.00	33.75
Evaluation Phase 4 Response - 50	35.00	45.00	35.00	33.75
Proposal Organization and Response - 50	38.75	21.25	38.75	42.50
Example Project Plan - 25	10.00	22.50	13.75	13.75
Qualifications - 25	21.25	16.25	17.50	16.25
References - 50	42.50	33.75	36.25	38.75
Preferable Features - 25	16.25	13.75	16.25	12.50
Value Added Products - 25	5.00	13.75	1.25	13.75
Technical Table - 100	96.52	65.45	86.21	74.24
Total - 600 possible	449.52	432.95	431.21	428.49
Cost Proposal - 50	13.00	24.00	22.00	5.00
Sub Total - 650 possible	462.52	456.95	453.21	433.49
Interviews (optional) - 150				
Additional Interviews (if needed) - 50				
Final Total - 850 possible	462.52	456.95	453.21	433.49



Request for Proposals - RFP 23-11

Networking Services Provider

Issue Date: Tuesday, December 19, 2023

Questions due by: Friday, January 5, 2024, at noon.

Proposal Due Date: Thursday, February 1st, 2024, at 2 p.m.

Phase 1 should begin no later than March 1, 2024.

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1 Introduction

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for Purchasing RFP 23-11 Networking Services Provider. The City will consider managed service providers whose proposals meet the criteria established in the Request for Proposal. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors. **Phase 1 should begin no later than March 1, 2024.**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked “**John Gates, Purchasing Manager – Confidential RFP 23-11 Networking Services Provider.**” Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. **The City must receive proposal packages no later than Thursday, February 1st, 2024, at 2 p.m.,** at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent electronically. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

Contractors shall submit all questions regarding Purchasing RFP 23-11 via email only to Purchasing@dunwoodyga.gov no later than Friday, January 5, 2024, at noon. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City’s website.

Proposals should be clearly marked on the outside packaging with “**John Gates, Purchasing Manager – Confidential RFP 23-11 Networking Services Provider**” and addressed as follows:

**John Gates, Purchasing Manager
Confidential – RFP 23-11
Networking Services Provider
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338**

Contractors may not withdraw their proposal for a period of one hundred and eighty (180) days after the time and date scheduled (or subsequently rescheduled) for proposal opening. The City’s staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list companies that the City deems best meet the requirements, taking into consideration all criteria listed in the RFP. The City may at its sole discretion, ask for formal presentations from all the responsive, and responsible, Bidders or only from those companies that are short-listed.

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

The technical proposal envelope should only contain the Bidder’s technical response (and must include the **Appendix D – Technical Table**); the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder’s organization name, address, contact information and clearly labeled (RFP) 23-11 Networking Services Provider TECHNICAL Proposal.

The cost proposal envelope should only contain the Bidder’s cost proposal (and must include the **Appendix C –Cost Table**); the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder’s **organization name, address, contact information and clearly labeled (RFP) 23-11 Networking Services Provider COST Proposal.**

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



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

The City may negotiate with the highest-ranking vendor for each service area. Negotiations may take place in person, via zoom teleconference, or via telephone with the qualified company(s) as identified by the City, or if short-listing occurs, the City may negotiate with some, or all, of the short-listed Bidders. The City may give Bidders an opportunity to submit their best and final offers, which shall include a contract signed by the Bidder. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

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

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any Bidder, or to reject any or all proposals and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals. Award, if made, will be to the responsible and responsive Bidder submitting the proposal, deemed by the City, in its sole discretion, to be the most advantageous to the City, price and other factors considered.

To ensure the proper and fair evaluation of proposals, the City prohibits any communication, except as expressly authorized herein regarding this solicitation initiated by a Bidder or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a final decision (vote) has been made with respect to the Contract award.

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

* * * END OF INTRODUCTION * * *

2 General Information

2.1 Background

The City of Dunwoody is an incorporated city (2008) on the north side of metro Atlanta with a 2020 census population of 51,683. It is a scenic community with many of the metro areas top dining, shopping, schools, and recreation. The City of Dunwoody is settled at the most northern tip of DeKalb County, bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant amount of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, a variety of places of worship and several neighborhood level shopping centers and office complexes. The road network and public transit provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family friendly and convenient location for businesses and visitors.

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

2.2 Purpose of Procurement

The City is in search of a Networking Services Provider (Vendor). Working with onsite staff, this Vendor will be responsible for the redesign, configuration, and rollout of the City's network utilizing new equipment the City has already purchased. The City's network includes two separate (for redundancy), already existing, "spoke and hub" Point-to-Point networks connecting the City to multiple satellite locations. Once the redesign has been fully implemented, the selected Vendor shall continue managing the network on an "as needed" basis. The City is looking for a Vendor that has extensive experience with both Fortinet and CISCO environments, evaluating current network configurations, redesigning security focused networks, working with a 24/7/365 Local Government and Public Safety environment, and will pass the City's Vendor Security Assessment (sample questions are included as [Appendix E](#)).

* * * END OF GENERAL INFORMATION * * *

3 Scope of Work

3.1 General Requirements

The City of Dunwoody is requesting written proposals from qualified vendors for the redesign and ongoing management of the City's internal network. Vendors submitting proposals shall have adequate prior experience working with local government and/or public safety. Vendors shall be able to supply references where they have successfully completed network redesign previously. The City will not provide a list of equipment currently purchased, due to security considerations, as part of this RFP but the list will be provided to the winning bidder and there will be opportunity for the Vendor to advise on any additional equipment needed. Vendors shall include a comprehensive network assessment plan including process reviews and proposals should meet the following requirements (full list of features and functions are located in **Appendix D –Technical Table**):

3.2 Phase 1 - Network Assessment

Phase 1 will be the assessment phase for preparation of redesigning the network. This phase will include discovery and discussions about the current network design. During this phase, the City will work with the vendor to provide access and answer questions regarding the current network configurations. This phase will not include any changes, but instead, will focus on where the City currently is and what potential gaps exist in the current network design. Vendor shall include a sample assessment plan with the proposal documents. The Vendor can suggest any tools preferable to complete a full and accurate Network Assessment. All tools shall be approved by the Security Team prior to deployment.

3.3 Phase 2 – Planning New Network Design

Phase 2 will be the planning phase. It will include a well-defined process for decommissioning of the current network, estimated timeline for transition to the new network, and a full project plan outlining the transition to the new network. In addition, this phase should include draft design drawings for review and comment and a VLAN segmentation plan. All decommissioning work should describe the transition of equipment and services (including voice, firewall, switches, etc.) from the previous network environment to the new network environment with consideration being given to outages and disruptions in service. With RFP submittal, the Vendor should include an example project plan for a network redesign. The sample project plan should include an estimated timetable for implementation.

3.4 Phase 3 – Deployment and Cutover to New Network

Phase 3 will be engineering and deployment of the new network design. It will involve ordering, receiving, preparing, and deploying the firewalls, switches, and any other devices. It will include the cutover to the new network infrastructure, training onsite staff for basic level management and onsite support of the new network infrastructure, and final diagrams, topology drawings, and/or maps for the new network design. Additionally, this phase does include professional services hours already purchased from the equipment vendor to assist in the rollout and configuration.

3.4.1 Network Mapping Support

The selected vendor will be required to generate a network diagram (in Visio format). The selected vendor shall keep this network diagram updated to reflect changes, as they occur, beginning in this phase and throughout the remainder of this contract.

3.5 Phase 4 – Ongoing Management and Network Engineer Support

Phase 4 includes the ongoing and as needed management of the new network infrastructure. This phase should include proactive and reactive responses for the City's network, as well as equipment monitoring. This phase should be estimated to last twelve (12) months after completion of Phase 3 (with renewal options). This phase should be included in the contract with resource rates and an estimated average need of sixteen (16) networking engineer hours per month but will be paid on actual hours used. In addition, the City requires a block of twenty (20) professional hours at a senior network engineer rate be included for this phase of the agreement with the option to purchase additional blocks of twenty (20) hours, if needed. During the assessment and planning phase of this agreement, the City will consider changes to the estimated averages based on the winning bidder's recommendation. The City requires, at minimum, quarterly meetings with the Vendor during this phase.

3.5.1 Quarterly Report

The City requires that the vendor provide a quarterly report including a breakdown of all tickets, summary of network uptime, network utilization, resolved security vulnerabilities, and major network modifications.

3.6 Current Environment Overview

3.6.1 Connectivity:

The City currently has basic fiber connectivity utilizing two separate Internet Service Providers for redundancy. This current Point-to-Point connection includes the same "hub" site (City Hall), 5 satellite locations (that include cameras and domain devices), 3 "camera only" locations, 1 "Emergency VOIP phone" connection, and 1 "Camera Ready" location. 5 locations use the Primary ISP connection and 7 utilize the secondary ISP. The City Primary ISP connection is 1 Gig.

3.6.2 Users and Devices:

The City currently supports 150 users. 75 users are Police Department staff that utilize mobile connectivity to City Hall (<20 concurrently). The remaining employees have access to utilize VPN connectivity to City Hall with limited need since the majority of the City's primary applications are hosted (<10 concurrently).

3.6.3 Hardware purchased

The City has purchased CISCO and Fortinet equipment as part of the network redesign. The winning bidder will receive an inventory list as part of the Network Assessment and Planning phases.

3.7 Additional Considerations

This contract should not include materials. If any material/equipment is required, the vendor and City will work together to determine the best option for the City and the City will procure the equipment separately from this agreement.

3.8 Preferable Features

The City has the following preference for consideration:

1. Special consideration will be given to vendors that have local staff that can respond onsite for emergent situations and quarterly meetings.

3.9 Value Added Products and Services

Include any additional products and/or services available that vendor currently offers in their normal course of business that is not included in the scope of this RFP that you think will enhance and add value to the product.

The vendor shall demonstrate the ability to complete all tasks outlined in this RFP and provide examples of successfully completed projects of a similar nature. The vendor shall agree to an explanation of implementation plan including process reviews with departments.

* * * END OF SCOPE OF WORK * * *

4 Proposal Format

4.1 Economy of Presentation

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

4.2 Proposal Submission

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

4.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- One (1) signed original and
- One (1) electronic copy on a flash drive, in searchable PDF

The outside of the technical proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 23-11 Networking Services Provider TECHNICAL Proposal**. The technical proposal envelope should only contain the Bidder's technical response.

The technical proposal envelope should contain, at the minimum, **Appendix D –Technical Table**, showing the required functions with an explanation of service.

4.2.2 Cost Proposal

The cost proposal envelope shall contain only the following:

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

The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 23-11 Networking Services Provider COST Proposal**.

The cost proposal envelope should contain, at the minimum, _____

Appendix C –Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also provide detailed costing information for each service area for which they respond. In addition, Bidders should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP, if relevant.

4.3 Proposal Content

The City expects technical and cost proposals to be well organized. A table of contents is required in the technical proposal. The table of contents should include, at a minimum, all listed items in the sequence indicated below in section 4.3.1

Technical Proposal Content. In each section of the proposal, Bidders should address the items in the order as listed in the RFP. Forms provided in the RFP must be completed and included in the appropriate section of the proposal. The City will consider Proposal Content Organization in making their decision.

The technical and cost proposals shall include the following:

4.3.1 Technical Proposal Content

Below is an outline of what the Technical Proposal should include. Bidders shall use tabs that clearly mark section headings, and if submitting combined bids for multiple service areas clearly divide separate service areas within each section. Bidders shall submit the technical proposal in a separately sealed envelope as specified in section 4.2.1 of this RFP.

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

4.3.1.1 Letter of Transmittal

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

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

4.3.1.2 Response to Scope of Work

Bidders shall respond in detail to the requirements listed in the scope of services lists in **Scope of Work** by completing **Appendix D –Technical Table**. Additionally, Bidders should respond to each item listed below by not merely affirming an item but rather expanding (concisely) how each scope item will be addressed throughout the duration of the Contract. Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP.
- Describe your company's approach and methodology to ensure delivery of high-quality services.
- Describe your company's methodology to ensure collaboration with City staff to ensure an efficient implementation. Include a timeline for implementation assuming a start date no later than March 1, 2024.
- Describe your company's approach to maintaining appropriate and timely communication with the Technology Director and City Staff requests.
- Describe your company's methodology for ensuring timely completion of implementation to the new system.
- Provide and describe a list of any Bidder-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your company's approach to support the City's environmental sustainability goals.

4.3.1.3 Qualifications and Experience of Company and Staff

4.3.1.3.1 QUALIFICATIONS OF COMPANY AND STAFF

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

- Describe attributes, special capabilities, techniques, or resources that make your company uniquely qualified to provide requested services.
- Discuss your company's involvement with similar projects at the federal, state, local government, and/or public safety levels.
- State whether the Bidder has any pending litigation, and state whether the company has had any litigation in the last five (5) years and the outcome of such litigation.
- The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to fulfil the contract in a satisfactory manner.
- A listing of ongoing similar contracts to this RFP that were in effect in the last 12 months in the State of Georgia. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.
- A listing of any staff that will be working on this project including a copy of their resume and/or qualifications.

4.3.1.4 References

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

4.3.1.5 Required Forms

The City requests Bidders to complete, sign, and return as a part of the TECHNICAL proposal all forms that are attached to this RFP (with the exception of _____).

Appendix C –Cost Table that should be a part of the COST Proposal).

4.3.1.5.1 TECHNICAL PROPOSAL:

- Executed Proposal Form (**Proposal Form**) which includes acknowledgement of any and all Addenda to this RFP;
- Executed Affidavit Verifying Status for City Public Benefit (**Appendix B - Affidavit**);
- **Appendix D –Technical Table**;
- The Technical Proposal

4.3.1.5.2 COST PROPOSAL:

- _____
- **Appendix C –Cost Table** (to be submitted with Cost Proposal)

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

4.3.1.6 Appendices

Bidders may attach other materials that they feel may improve the quality of their responses. Each Bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary, but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and shall not be part of the official evaluation except to the extent they support qualifications and experience of the Bidder.

4.3.2 Cost Proposal Content

Bidder shall provide a not-to-exceed price for all services indicated in this RFP. Pricing shall list separately the Total for One-Time charges, Total Fees for all phases, and a combined Total price as listed on the Cost Table form. Additionally, Bidder's should complete the Cost Table in Appendix C to show the itemized pricing for each item included in the totals. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive. An authorized representative of the bidding company shall sign the cost proposal. Bidders shall complete all parts of

Appendix C –Cost Table.

*** END OF PROPOSAL FORMAT ***

5 Evaluation Criteria

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

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

5.1 Scoring

Each proposal shall be scored as follows:

5.1.1 Mandatory Elements (Maximum 100 Points)

5.1.1.1 Proposal should include (40 points):

- Table of Contents,
- Letter of Transmittal,
- Technical Table: The technical table must be submitted and must include detailed responses for all 1, 3, and 5 responses as described in **Appendix D –Technical Table**,
- Executed Proposal Form (including acknowledgement to all addenda),
- Executed Affidavit Verifying Status for City Public Benefit,
- Outlined plan to provide the most effective delivery of services,
- Examples of successfully completed projects of a similar nature with references,
- Resumes of those qualified personnel proposed to work on the implementation of this project,
- Response to scope of work (as laid out in section 4.3.1.2):
 - i. Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP.
 - ii. Describe your company's approach and methodology to ensure delivery of high-quality services.
 - iii. Describe your company's methodology to ensure collaboration with City staff to ensure an efficient implementation. Include a timeline for implementation assuming a start date no later than March 1, 2024.
 - iv. Describe your company's approach to maintaining appropriate and timely communication with the Technology Director and City Staff requests.
 - v. Describe your company's methodology for ensuring timely completion of implementation to the new system.
 - vi. Provide and describe a list of any Bidder-supplied facilities, equipment, and supplies you anticipate using for this contract.
 - vii. Describe your company's approach to support the City's environmental sustainability goals.

5.1.1.2 Detailed response to the Phases (40 points):

- Phase 1 – Network Assessment – example comprehensive network assessment including assessment plan and process reviews,
- Phase 2 – Planning New Network Design – including sample project plan for a network redesign,
- Phase 3 – Deployment and Cutover to New Network – including understanding that network diagram is required to be updated for all changes,
- Phase 4 – Ongoing Management and Network Engineer Support – including proactive and reactive responses for the City's network as well as equipment monitoring, approximately 16 networking engineer hours per month and lasting for 12 months after completion of Phase 3, a block of 20 professional hours at a senior rate with option to purchase additional blocks of 20 hours, quarterly meetings, and quarterly report.

5.1.1.3 Proposal instructions followed and properly submitted (20 points).

5.1.2 Vendor Explanation of Phase 1, 2, 3, and 4 from Scope of Work (200 points)

The Proposal shall explain in detail responses to all requests as listed in Scope of Work.

5.1.3 Proposal Organization and Detailed Responses (50 points)

The Proposal shall be organized as described in Proposal Format (**Section 4**).

5.1.4 Example Project Plan for a Network Redesign (25 points)

The Proposal shall include an example project plan.



RFP 23-11

5.1.5 Company and Staff Qualifications (25 points)

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Bidder to perform requested duties and provide the services as outlined in this RFP. The Proposal shall include the resumes of those qualified personnel proposed to work on the implementation of this project.

5.1.6 References (50 points)

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

5.2 Cost Proposal Fee (50 points)

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors. The Cost Proposal Fee will not be evaluated until after the Technical Proposal Evaluation has been completed. The City may, at its option, evaluate some or all of the Cost Proposals submitted.

5.3 Interviews, optional (150 points)

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



Proposal Form
City of Dunwoody, GA
RFP 23-11 Networking Services Provider

Company Name: _____

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

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 23-11 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 23-11 Networking Services Provider, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Bidder under section 7.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

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



Company Name: _____

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

Addendum No. / Date

1. _____
2. _____
3. _____
4. _____
5. _____

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

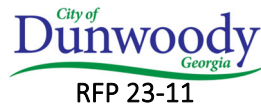
Phase 1 should begin no later than March 1, 2024.

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

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Vendor'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 Vendor. In the event of the City's termination of this agreement for convenience, the Vendor 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 Vendor, 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 Vendor. In the event of the City's termination of this Agreement for fund appropriation, the Vendor 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 Vendor, which shall itemize each element of performance.



Company Name: _____

The Vendor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name: _____

Federal Tax ID: _____

Address: _____

Email Address: _____

Telephone Number: _____/Fax Number: _____

Does your company currently have a location within the City of Dunwoody? ☐ Yes ☐ No

Will your company accept the City's procurement card for payments from the City? ☐ Yes ☐ No

Representative Signature

Date

Printed Name

7 Instruction to Bidders

7.1 Intent

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

7.2 General

- A. The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Bidder, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Bidder will not or does not agree must be presented prior to the deadline for submitting questions by the Bidder in writing as provided in this section and directed to Purchasing@dunwoodyga.gov. Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Bidders shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change. Bidders should resolve any language issues with the Contract prior to bidding and not assume language will be altered after bids are accepted.
- B. The Contract work for each service area shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for each service area required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Vendor and shall have full responsibility to the City for all obligations under the Contract.
- C. A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.
- D. The Contract, if awarded, shall not be construed to create unto the Vendor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- E. There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Bidder's overhead costs related to travel shall be included in such Bidder's prices in its Proposal.
- F. The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted.

7.3 Environmental Sustainability

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

liabilities, and improve the environmental quality of the region. As such, the City encourages the incorporation of environmental sustainability into proposals.

7.4 Examination of Proposal/Contract Documents

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

7.5 Addendum(s)-Changes While Proposing

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to Purchasing@dunwoodyga.gov no later than Friday, January 5, 2024 at noon. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at the link below or by visiting Georgia's Department of Administrative Services (DOAS) web site at the link below. Prior to submitting its response, it shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

<https://www.dunwoodyga.gov/business/doing-business-with-the-city>

<http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>

7.6 Preparation of Proposals

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

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

7.7 Turnkey Solution and Right to Negotiate Price

The proposal price will be the total dollar amount of all services, materials, taxes, shipping, travel/lodging/meals and labor described herein inclusive of warranties and shipping. The proposal amount is to be held firm for at least 365 days from the proposal opening date.

All prices quoted must include:

1. All costs related to the completion of Phases 1, 2, and 3 as listed in the scope of work including, but not limited to:
 - a) All costs related to network design and engineering of the equipment.
 - b) All costs related to the order, receipt, storage, test, installation, provisioning, and transition from current network to new network design.
 - c) All project management costs for the new network design.
 - d) All costs of other activities proposed by the vendor as part of the initial network redesign.
2. All costs based on the estimations provided for Phase 4 including:
 - a. The ongoing and as needed management of the new network infrastructure;
 - b. Proactive and reactive responses for the City's network;
 - c. Equipment monitoring;
 - d. Resource rates and estimated average need of sixteen (16) networking engineer hours per month;
 - e. A block of twenty (20) professional hours at a senior network engineer rate with the option to purchase additional blocks of twenty (20) hours, if needed;
 - f. A period of twelve (12) months after completion of Phase 3 (with renewal options);
 - g. At minimum, quarterly meetings with the Vendor during this phase.

7.8 Proposal Guaranty

A Proposal Guaranty shall not be required for this Contract.

7.9 Delivery of Proposals

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

7.10 Communications Regarding Evaluation of Proposals

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

7.11 Withdrawal of Proposals

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

7.12 Disqualification of Bidders

Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its Proposal:

1. Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, company, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiating with the primary Contractor to provide services. For purposes of this section, the term "affiliates" means companies, partnerships, corporations or other entities under common control.
2. Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City.
3. Evidence, in the opinion of the City, of Bidder(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor).
4. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City.
5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work or;
6. Evidence of improper communication as described in section 7.9 above.
7. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.
8. The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a Bidder that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Bidder to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager and/or City Finance Director.

7.13 Rejection of Irregular Proposals

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

7.14 Notice of Intent to Award Contract

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

7.15 Responsibility of Bidders

- A. City reserves the right, to aid it in determining a Bidder's responsibility, to require a Bidder to submit such evidence of Bidder's qualifications as the City may deem necessary and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- B. All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (entities other than the City) for which they have supplied similar services as requested in this Proposal. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Bidder to notify the reference, verify contract information, and obtain permission from the reference before completing the form.
- C. For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a company, a corporation, or other entity that has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least five (5) years.

7.16 Guaranty of Faithful Performance

A Performance Bond shall not be required for this Contract.

7.17 Power of Attorney and Countersignature

Not Applicable.

7.18 Execution of Contract

- A. The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Bidder's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished, and the Contract Documents executed by the Bidder, and delivered to the City, before the Contract will be executed by the City.
- B. A Bidder's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such a case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected, and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 7.10).

- C. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Vendor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Vendor. Accordingly, the Vendor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

7.19 Georgia Sale Tax

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

7.20 Subcontracts

- A. The Contractor's right to subcontract shall be governed by the provisions of Section 8.17 of the General Conditions.
- B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.
- C. The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

7.21 Familiarity with Laws

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

7.22 Security

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

7.23 Minority and Woman Business Enterprise ("MWBE") Participation

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

7.24 Local Developing Business ("LDB") Participation

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

7.25 Insurance

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 8.14 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

7.26 Proposal Errors

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

7.27 Compliance with Occupational Safety and Health Act

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

7.28 Performance Standard

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Scope of Work. The successful Contractor's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as additional key performance indicators approved by the City Manager during the term of the contract. The Contractor shall commence tracking key performance indicators during Phase 3.

7.29 No Proposals

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

7.30 Public Records/Public Meetings

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

* * * END OF INSTRUCTIONS TO BIDDERS * * *

8 General Conditions

8.1 Regulations

- A. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.
- B. The Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

- C. During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations, or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations, and permits on the job site while performing the Contract work.

8.2 Work Hours

- A. The Contractor shall normally perform on-site work during standard work hours, which currently are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. Depending on the nature of the work, the City may require the Contractor to perform work outside of the standard work hours. Non-standard work hours may be arranged with prior approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City. Work completed outside normal business hours is for the benefit of the City when disruptions can be minimized. Normally, this is scheduled well enough in advance to properly plan. While there is no standard notification period, it is typically weeks ahead of time for major projects. Basic troubleshooting often can be completed remotely via telephone, email, or remote computer access. When emergencies or other unexpected events occur, there may be no advance notice provided.
- B. In the event of an emergency condition the Contractor will perform work during such hours as requested by the City.
- C. Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

8.3 Contractor's Personnel

- A. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- B. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS E-Verify or SAVE program.
- C. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- D. The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- E. The Contractor shall transfer promptly from the City any employee or employees that the City Manager or designee advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- F. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- G. A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.

- H. While working on city property all Contractors' employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- I. Any Contractor employee with access to the City Systems must show proof of Criminal Justice Information Systems (CJIS) Security and Awareness Training annually. Additionally, each contractor employee shall be approved according to the City Terminal Agency Coordinator (TAC).
- J. Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.
 - 1. The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City's Authorized Representative (CAR) during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
 - 2. The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
 - 3. In the event that the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager (as provided in Section 8.4.I.4), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
 - 4. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- K. 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.

8.4 Performance Requirements

- A. The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract provisions, industry standards, and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.
- B. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City Manager, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- C. Dates for commencement and completion of work shall be coordinated with the City's CAR.
- D. Any work required beyond that which is specified herein, shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- E. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- F. Any and all materials generated for or received for this project are property of the City and shall be given to the City as soon as reasonable possible. Electronic delivery of all documentation is generally acceptable provided it is received in its original format. Only the City's CAR will provide for exceptions to this provision. The City's CAR will designate a person to collect these materials.

8.5 Confidential Information

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

8.6 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 workday, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as unnecessary tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8.7 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.

8.8 Compensation - Invoice and Payment for Services

- A. The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- B. The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. Invoices shall not be submitted more frequently than monthly at the conclusion of each month's performance as set forth in this contract.
- C. The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require. At a minimum, monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- D. The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- E. The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- F. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors), all past due amounts owed by the Contractor to third parties for labor and

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

- G. Annually, the City will perform a salary review to reconcile the salaries paid for contracted services to the City. The contractor will make reports and supporting documentation available for inspection, sufficient to the City's reasonable satisfaction, showing the direct salaries paid to employees providing services to the City. The City will combine the salaries of the direct employees, the overhead burden ratio and profit margin to determine the amount due for the Contract year. The City will owe the lesser of the not-to-exceed amount shown in Appendix D, Page III or the combined total of the direct salaries, burden and profit margin.
- H. The Contractor shall submit all invoices to: City of Dunwoody, Georgia, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338.

8.9 Compliance with Laws and Regulations

- A. The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- B. The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- C. The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.
- D. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

8.10 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 because 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 8.13 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 8.14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

8.11 Indemnification and Insurance

- A. The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the Contractor's negligent performance of this Contract, or the negligent acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 8.14 (D) below by or in favor of any person described in Section 8.14 (E) below that is attributable to Contractor's negligence, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, or (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City. The indemnification provisions of this Section 8.14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.
- B. In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- C. The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility as a consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

- D. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- E. In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- F. No provisions of this section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- G. Insurance
1. General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:
 - a) Commercial General Liability Insurance including contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, with these required limits:
 1. \$ 2,000,000 General Aggregate
 2. \$2,000,000 Products & Completed Operations Aggregate
 3. \$1,000,000 Personal & Advertising Injury
 4. \$1,000,000 Per Occurrence
 5. \$10,000 Medical Expense, and
 - b) Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident. Such insurance is required even if Contractor is not bidding on service areas requiring routine access to motor vehicles, such as those outlined in Section 8.5 (G). Coverage must include liability for Owned, Non-owned and Hired Vehicles and provide a waiver of subrogation to the City.
 - c) Contractor shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than \$5,000,000 per occurrence. Coverage must follow form with primary policy and coverage must be as broad as primary policy.
 2. Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

3. Additional Insured Endorsement (Form CG 20 10 (07/04) and CG 20 37 (07/04) or equivalent). Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance. Endorsement must not exclude the Additional Insured from Ongoing or Products - Completed Operations coverage. Coverage shall include a Waiver of Subrogation.
 4. Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$1,000,000 for "each accident," \$1,000,000 for "disease policy limit," and \$1,000,000 for "disease each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. The contractor shall provide a Workers Compensation waiver of subrogation.
 5. Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.
 6. Health Insurance. Not applicable.
 7. Garage Liability Insurance. Not applicable.
 8. Garage Keeper's Legal Liability Insurance. Not applicable.
 9. Crime Coverage Contractor must provide \$1,000,000 employee dishonesty coverage with coverage extended to 1st and 3rd party claims.
 10. Pollution Liability Insurance. Not applicable.
- H. Deductibles. The Contractor's policies of insurance required by this Section 8. 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.
- I. Other Insurance Requirements. All insurance policies required by Section 8.14 (G). shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 8.15 (B) of these General Conditions, and said policies, shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor required insurance coverage except that ten (10) days' notices of cancellation for non-payment is required. For purposes of an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal, or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

8.12 Surety Bonds/Letters of Credit/Liability Insurance

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

8.13 Contract Adjustments

- A. Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions to the scope of work will be set forth in a written Amendment to this Contract.
- B. Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 8.15 (B) herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- C. Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.
- D. Upon the conclusion of the contract, the City may choose, at its sole discretion, to hire employees currently employed by the Contractor. The Contractor agrees to hold the employee harmless from any action resulting from a City-initiated transfer of employment to a City employee.

8.14 Subcontractors

- A. The Contractor shall perform all 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 could significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors, which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- B. This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- C. If 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.

8.15 Default and termination

- A. In the event that:
1. The Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
 2. The Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
 3. The Contractor's occupational or business license shall terminate, or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
 4. The Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
 5. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 6. The Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
 7. There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
 8. The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- B. Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including Section 8.1 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. The contractor shall justify its claims, as requested by the City, with accurate records and data.
- C. Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
1. In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.
 2. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.
 3. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or in the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

8.16 City's Authorized Representative

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

8.17 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) or any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 8.18 hereof.

8.18 Ownership of Work

All reports, designs, drawings plans, specifications, schedules, work product and other materials including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant ("Materials") shall be the property of the City of Dunwoody, and the City of Dunwoody shall be entitled to full access and copies of all Materials in the form prescribed by the City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the City whether or not the Project or Work is commenced or completed: provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage, or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the City, Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

8.19 Notices

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

City of Dunwoody, GA
 ATTN: City Manager
 4800 Ashford Dunwoody Rd
 Dunwoody GA 30388

With a copy sent to:

City of Dunwoody, GA
 ATTN: City Attorney
 4800 Ashford Dunwoody Rd
 Dunwoody GA 30388

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

8.20 Nondiscrimination

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

- A. Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination. The Contractor, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
 - 1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - 2. Cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor shall include the provisions of subsections 8.22 (A) through 8.22 (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- G. The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

8.21 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.

8.22 General Provisions

- A. The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. The precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.
- B. This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- C. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- D. The Contractor warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- E. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.



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- F. The section headings herein are for the convenience of the City and the Contractor and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- G. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- H. The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- I. If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 8.14 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- J. The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- K. The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City at its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.
- L. The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

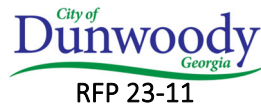
- M. The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner, which segregates in detail those transactions from other transactions of the Contractor and subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; legible microfilm or microfiche, together with access to the applicable reader; compact disc, or similar medium. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.
- N. The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City, which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been accompanied in writing within twenty-four (24) hours by the City.



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- O. The Contractor is an independent contractor, and nothing contained herein shall be construed as making the Contractor an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- P. The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report, as it deems necessary.
- Q. There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- R. Time is of the essence for the performance of each of the Contractor's obligations under this Contract. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. In the event that any event or force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Contract.
- S. In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- T. The Contractor agrees to perform all acts and execute all supplementary instruments or documents, which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- U. The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.
- V. The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- W. At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

* * * END OF GENERAL CONDITIONS * * *



Appendix A - No Response to Request for Proposals

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

John Gates, Purchasing Manager
CONFIDENTIAL – RFP 21-11
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody GA 30338

Our company's reason for not submitting a Proposal is:

Company Name: _____

By: _____
Name, Typed or Printed

Its: _____
Title, Typed or Printed



Appendix B - Affidavit

Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for _____.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) ☐ I am a United States citizen

OR

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Applicant Signature

Date

Printed Name

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 2021

Notary Public

My Commission Expires: _____

Alien Registration number for non-citizens:

* _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



Appendix C –Cost Table

Submitted by (COMPANY) _____

The City requests that all Bidders for Managed Networking Service provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under Scope of Services Managed Networking Service Provider that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

One (1) original printed and signed copy and one (1) searchable electronic PDF shall be submitted in a separate sealed envelope before the required deadline.

The Bidder, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

Item 1. Price for all one-time charges (including Phase 1, 2, and 3):

\$ _____

Item 2. Cost for Phase 4 estimated 12 month:

\$ _____

Total Price (Sum of Item 1 and Item 2) \$ _____

Representative Signature _____

Date _____

Printed Name and Title _____

Telephone Number _____

Email Address _____

Submitted by (COMPANY) _____

Cost Table

Phase 1, 2, and 3 Charges

Equipment, Implementation, Support, Training, etc.	Est. Hours	Cost	Details
<i>Ex. Phase 1 Assessment</i>			
<i>Ex. Phase 3 Training</i>			

Phase 4 Charges

Title	Est. Hours	Rate	Total	Details
<i>Ex. Quarterly Meetings</i>				
<i>Ex. Network Engineer</i>	20			

Appendix D –Technical Table

Submitted by (COMPANY) _____

In the following table, indicate the solution's ability to meet each function by entering a 0, 1, 3, or 5 in the "Able to Provide" column, where:

0 = No 1 = Qualified No 3 = Qualified Yes 5 = Yes

For any function with a response of 1, 3, or 5, describe how the requirement is met. If provided by a third party or partner, provide the product name, description, and how it integrates with Bidder's technology.

Technical Table			
Required and Preferred Functions and Features 0 = No 1 = Qualified No 3 = Qualified Yes 5 = Yes			
Requirement		Able to Provide?	Describe the Capability: how do you meet this requirement? (Required for 1, 3, or 5 response)
1	Experience with complete Fortinet environment. Certifications preferred and should be listed, if applicable.		
2	Experience with CISCO Routers and Switches. Certifications preferred and should be listed, if applicable.		
3	Experience with "Spoke and Hub" Point to Point Fiber Network		
4	Experience redesigning security focused networks – (NAC, best practices, zero trust)		

5	Experience working in 24/7/365 Local Government and Public Safety Environment		
6	Experience in network design assessments		
7	Experience in Deployment and Cutover to New Network		
8	Equipment monitoring and response		
9	Quarterly Report including: tickets, uptime, utilization, vulnerabilities resolved, and major network modifications		
10	Preferable - onsite emergency response		
11	Network Mapping and diagrams reflecting changes as made		
12	Troubleshoot network application errors or malfunctions		
13	remote application support - describe your preferred method		
14	change management process - describe your preferred process		

15	version control, patch management, and firmware updates - describe your preferred method for handling		
16	Network components configuration backups - describe preferred method		
17	Experience with a network that includes satellite locations		
18	Assist with City projects on any network needs		
19	make recommendations for changes and improvements as technology advances		
20	escalation point for networking issues		
21	network infrastructure management		
22	maintain services and equipment that provide connections to partners and wired/wireless access for users		

Appendix E – Sample of Vendor Security Questions

This is a sample of some of the types of questions asked in the City's Vendor Security Questionnaire:

Sample Data Questions

1. How and where is data stored? _____
2. How is data encrypted? _____
3. How is data transmitted? _____
4. How is data protected? _____

Sample Security Questions

1. What are you actively doing to prevent breaches? _____
2. Do you have (SOC 2, ISO 27001, etc.) security certification? _____
3. Do you have (x) security measures in place? _____
4. What cyber security best practices are being followed? _____

Sample Security Team Questions

1. Who is responsible for cyber security? _____
2. How often do you provide training to your security team and staff? _____
3. How do you assess the knowledge of your security team? _____
4. How do you receive information on cyber security? _____



RFP 23-11

Appendix F – Examples of Previous Work with Similar Operations and Clients

Proposers are allowed to submit supplementary material in Appendix **F: Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

Addendum 1 – Questions and Answers

1. May I receive the physical addresses of the locations detailed below? Can you provide a list of the addresses of that the network will cover? *All physical networking is in place, this RFP is for configuration/administration/management only but the addresses are as follows:*
 - City Hall, Hub for Primary and Secondary ISP: 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338
 - Additional “Spoke” Locations:
 - 1) North Shallowford Annex: 4470 N Shallowford Rd.
 - 2) Cultural Arts Center: 5339 Chamblee Dunwoody Rd.
 - 3) Brook Run Park: 4770 N. Peachtree Rd.
 - 4) Pernoshal Park: 4575 N. Shallowford Rd.
 - 5) Georgetown Park Square: 4475 Fergus Way
 - 6) Two Bridges Park: 46 Perimeter Center E.
 - 7) Homecoming Park: 4819 Vermack Rd.
 - 8) ChatComm: 859 Mount Vernon Hwy NE, Sandy Springs, GA
 - 9) Dekalb County 911: 1960 W. Exchange Pl, Tucker, GA 30084
 - 10) Brook Run Baseball Fields: 4635 Barclay Dr.
 - 11) Georgetown Park Playground: 1780 Kent Ave
2. Will Police Body Cameras, Wireless connections be required for vehicles, if so how many? *We have 150 total users, about half are Police that connect at any point in time to City Hall/ChatComm using wireless connection from Vehicles routed using a secure VPN application for specific traffic and external only for the remaining*
3. Please provide the number of devices to be managed? Firewalls, Routers, Switches, etc... Can you provide a list of the number of switches, routers and access points that will need to be managed? *39 switches, 7 firewalls, 5 routers/modems (and connectivity to 55 Police cars)*
4. Satellite locations are within what maximum distance from City of Dunwoody City Hall? *3.8 mi from City Hall to the furthest City Satellite location and 10.5 mi direct to Dekalb 911 Center (P2P routes from City Hall to ChatComm <2.3 mi> and then to Dekalb <12.3 mi> = 14.6 mi estimated total route)*
5. Can you provide floor plans of the floors needed to be covered by the network? *This can be provided to the winning submittal during Phase 1 as part of the Network Assessment.*

AGREEMENT BETWEEN THE CITY OF DUNWOODY AND _____

This Agreement (the "Agreement") is made this ____ day of _____, **2022**, by and between _____ (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH

WHEREAS, Company is engaged in the business of providing the necessary labor, supervision, equipment, materials and supplies necessary for the execution of the work specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

WHEREAS, the City of Dunwoody solicited RFP _____ project in the City of Dunwoody, Georgia for the Department of Public Works for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in a professional and workmanlike manner, the work specified, in conformity with the standards set forth in the RFP _____ project and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Public Works Director or his representative. The Request for Proposal is referenced, attached and incorporated herein as Exhibit "A", and

WHEREAS, Company is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required Traffic Signal, Sign and Streetlight Maintenance project as described in its entirety to the specifications as directed by the Public Works Director or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. The fees for the

work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in Exhibit "A." The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

b. Manner of Payment The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the Service as described in the Proposal, but in any event no later than December 31, 2022. The initial term of this Contract shall be through December 31, 2022. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for three additional twelve-month terms, with a City option to renew for a fourth year.

5. Termination For Cause and For Convenience.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. Compensation in Event of Termination.

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

8. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a reasonably diligent, efficient, competent and skillful manner commensurate with the industry standards of the profession for similar services performed at the same time and in the same locality, and to otherwise perform

as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "B".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement which are in effect at the time of Company's performance thereof. Notwithstanding anything in this Agreement or an Exhibit to the contrary, Company shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work.

9. Conflicts of Interest.

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

Notwithstanding the foregoing, Company may perform similar services for other government sector clients during the term of this Agreement and realize no implications.

10. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. Insurance.

Company agrees to defend, indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third-party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "C".

12. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any governmental immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

13. ARPA/LFRF Contract Requirements

The American Rescue Plan Act (ARPA) and Local Fiscal Recovery Funds (LFRF) requirements are attached and incorporated herein as Exhibit "D."

12-14. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

13-15. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

With copies to:

City Clerk
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

If to the Company:

14.16. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in ~~the State Courts of~~ DeKalb County, Georgia.

17. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

18. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

19. Entire Agreement.

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit "A." In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn P. Deutsch

Title: Mayor

Date of Execution _____

Approved as to form:

City Attorney

Attest:

City Clerk

By: _____

Title: _____

Date of Execution _____

EXHIBIT "A"
PROPOSAL AND SCOPE OF SERVICES

EXHIBIT "B"**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____,

_____ and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident
 Bodily Injury by Disease - \$1,000,000 policy limit
 Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Blanket Contractual Liability
- (c) I Blanket "X", "C", and "U"
- (d) Products/Completed Operations Insurance
- (e) Broad Form Property Damage
- (f) Personal Injury Coverage

3. Automobile Liability

- (a) \$ 500,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

- (a) \$1,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as

respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

EXHIBIT "D"
ARPA/LFRF CONTRACT REQUIREMENTS

***Affidavit Verifying Status
For City Public Benefit Application***

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from _____ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC

My Commission Expires: