City of Dunwoody Georgia

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

To: Members
Dunwoody City Council

From: J. Jay Vinicki
Assistant City Manager

Re: CDBG Administration

Date: October 13, 2026

Action

To authorize the Mayor, City Manager, and/or City Attorney to sign all documents necessary and proper, pending legal review, to contract with BluLynx Solutions, LLC to provide CDBG Program Planning and Administration Support Services for the City of Dunwoody at a total amount not to exceed $64,976 (first year). The agreement will have an initial one-year term and may continue for up to four more consecutive one-year terms, subject to the agreement's terms and termination provisions not to exceed $294,219 in total. To appropriate $64,976 from the General Fund reserve to Community Development allowing for payment of eligible costs before receipt of CDBG funding for the first year's cost.

Summary

The City of Dunwoody is becoming a CDBG entitlement community and is required to develop its initial five-year Consolidated Plan and first-year Annual Action Plan, along with the related Analysis of Impediments to Fair Housing Choice and Citizen Participation Plan. The City issued RFP 26-06 to obtain assistance with the planning process and the administration of the City's CDBG program.

The requested work includes development and submission of the 2027-2031 Consolidated Plan, 2027 Annual Action Plan, and Analysis of Impediments to Fair Housing Choice, as well as community and stakeholder engagement, public hearings, HUD coordination, and establishment of administrative procedures for the City's new CDBG program. The selected consultant will also provide initial grant administration and program-management support.

Three bids were received and, after review, the scoring was:

BluLynx	1730
CEW Advisor	1596
S2L	1505

BluLynx Solutions, LLC is an Atlanta-area consulting firm incorporated in 2016. The firm brings more than 35 years of combined experience in community development planning, HUD grant administration, financial management, and regulatory compliance.

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In addition to preparing the required planning documents, BluLynx will develop reusable administrative tools, timelines, decision logs, compliance checklists, and other procedures intended to assist city staff as the program moves from planning into implementation. The proposal also includes English- and Spanish-language outreach, targeted focus groups, public hearings, and other stakeholder engagement activities.

BluLynx proposes a fixed fee of $44,540 for the five-year Consolidated Plan, first-year Annual Action Plan, and Analysis of Impediments. The firm also proposes $20,436 for grant-administration support during the initial contract period. This results in a total proposed amount of $64,97 in the first year, subsequent years administrative cost are capped at $54,796 in year two with a 3% escalator.

Proposed time frame for completion include: Analysis of Impediments January 31, 2027; Needs Assessment and Market Analysis February 15, 2027; Citizen Participation Plan by March 15, 2027; and first draft of the Consolidated Plan and Annual Action Plan by April 30, 2027. The proposal anticipates a June public comment period, City Council consideration in July, and HUD submission by August 15, 2027.

The City will initially fund the contract with General Fund resources. Eligible planning and administrative costs incurred before the effective date of the CDBG grant may be reimbursable from the City's first CDBG allocation under HUD's pre-award cost provisions, subject to applicable CDBG eligibility, environmental review, citizen participation, procurement, cost, and timing requirements. Reimbursement is not guaranteed and will be limited to the amount permitted under the City's CDBG grant. Any CDBG reimbursement received by the City will be returned to the General Fund.

Request for Proposal (RFP) 26-06

TO PROVIDE

CDBG Program Planning & Administration Support Services

FACT SHEET

Item	Details
Title of RFP:	CDBG Program Planning & Administration Support Services
RFP No.:	Request for Proposal (RFP) 26-06
Owner:	City of Dunwoody
Date of Issue:	Monday, August 17, 2026
Non-Mandatory Pre-Proposal Meeting (Virtual):	Monday, August 24, 2026, at 11:00 AM https://dunwoodyga-gov.zoom.us/j/85467515349
Last Day/Time to Submit Questions:	Tuesday, September 1, 2026, at 2:00 p.m.
Proposals Due:	Wednesday, September 16, 2026, at 2:00 p.m.
Copies Required:	1 original, 1 copy, and an electronic PDF on a USB drive
Submission Location:	Dunwoody City Hall Attn: Purchasing – RFP 26-06 4800 Ashford Dunwoody Road Dunwoody, Georgia 30338
Single Point of Contact (All communications):	John Gates, Purchasing Manager John.Gates@dunwoodyga.gov City of Dunwoody 4800 Ashford Dunwoody Road, Dunwoody, GA 30338

THIS PROJECT IS FUNDED BY A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT.

VENDORS ARE REQUIRED TO SUBMIT PROOF OF REGISTRATION WITH THE U.S. SYSTEM FOR AWARD MANAGEMENT (SAM.GOV).

Instructions to Offerors:

1. All communications regarding this solicitation must be with the Purchasing Manager, John Gates, purchasing@dunwoodyga.gov.

2. All questions or requests for clarification must be sent via email under Message - Opportunity Q&A: purchasing@dunwoodyga.gov

3. Questions are due no later than **Tuesday, September 1, 2026, at 2:00 p.m.** Questions received after this date and time may not be answered.

4. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on City's website, and it is the Offeror's responsibility to check the City's website for any addendum or other communications related to this solicitation.

5. The City of Dunwoody reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Dunwoody.

PROPOSAL LETTER
(Signature required)

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

(Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. has not been violated and will not be violated in any respect.

Authorized Signature: Date: _____

Print/Type Name: _____

Print/Type Company Name Here: _____

AGREEMENT BETWEEN THE CITY OF DUNWOODY AND

_____

This Agreement (the "Agreement") is made this ___ day of _____, 2026, by and between _____ (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

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

1. **Service**

Company agrees to render services (the "Services") to the City of Dunwoody by furnishing all labor, supervision, materials and supplies (including only City-approved equivalents), equipment, and incidentals necessary to provide Program Management Support Services as described in its entirety in Proposal Conditions (Scope of Services/ Company's Proposal). Company shall perform the Services under the direction of the Community Development Director (or designee) for the City, 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 Agreement, the City shall pay Company a not to exceed amount of $_____, in accordance with the pricing/rate schedule set forth in Exhibit "H." The City agrees to pay the Company only after the City has reviewed and accepted the Services and deliverables and received a detailed invoice accurately reflecting the work performed.

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 becomes effective when it is executed (the "Effective Date") and will continue for five (5) consecutive one-year terms, unless earlier terminated in accordance with this Agreement's termination provisions (the "Term").

5. Attachments

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents:**

I.	Proposal Conditions
II.	Request for Proposal Introduction (RFP 26-06 reference herein)
III.	Request for Proposal Evaluation and Criteria Process
Exhibit A:	Georgia Security and Immigration Compliance Affidavit
Exhibit B	Payment Bond, Performance Bond, and Maintenance Bond
Exhibit C:	Drug-Free Workplace
Exhibit D:	Purchasing Policy Addendum
Exhibit E:	Affidavit Verifying Status for Public Benefit Application.
Exhibit F:	Non-Collusion Affidavit
Exhibit G:	Cost Proposal
Exhibit H :	Federal Contractor Requirements and Certifications

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 "C".

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 Company of its obligations under this Agreement. Insurance requirements are included in the proposal conditions".

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. 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.

14. 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:

_____
_____
_____
_____

15. Governing Law and Consent to Jurisdiction

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.

16. 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.

17. 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. 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.

Signatures on the next page.

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

Company_____	**CITY OF DUNWOODY, GEORGIA**
By:_____	**By:_____**
Name: _____	**Eric Linton**
Title: _____	**Title: City Manager**
Date of Execution _____	**Date of Execution_____**

Approved as to form:

_____
City Attorney

Attest:

_____
City Clerk

I. PROPOSAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Task Orders. Each Task Order shall provide the specific Scope of Work and Fees.

2. REGULATIONS

2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

2.2 The Service Provider 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, ordinance, rules and regulations, for the proper execution of the work specified herein.

2.3 During the performance of this Contract, the Service Provider 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 Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing Contract work.

2.4 The Service Provider will comply with the City of Dunwoody's Financial Management and Purchasing Policies.

2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider 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.

3.2 The Service Provider 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.

3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider'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 Service Provider will have someone in attendance at all times who can communicate instructions to said employees.

3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.

3.6 The Service Provider'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.

3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.

3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the city for all purpose related to the work. The initial Project Manager shall be (TBD).

3.9.1 The Project Manager shall be fully responsible for the Service Provider 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.

3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project's Manager and the City, but the final required times will be the City's discretion.

3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that 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.

4. TOOLS AND EQUIPMENT

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

5. PERFORMANCE REQUIREMENTS

5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

5.2 The Service Provider 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.

5.3 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Dunwoody regulations.

5.4 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

5.5 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.

5.6 The Service Provider shall utilize maximum safety procedures. 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 Service Provider 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 at any time.

6. CONFIDENTIAL INFORMATION

6.1 In the curse of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.

6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.

6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

PROPOSAL CONDITIONS

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

9.1 The City shall pay the Service Provider, 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 Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.

9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.

9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.

9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. 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.

9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred 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 Service Provider 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, amount owed to Service Provider hereunder.

9.6 The Service Provider shall submit all invoices with purchase order number to: ap@dunwoodyga.gov

9.7 The Service Provider will agree to comply with the City of Dunwoody's Financial Policies and Purchasing Policy, to the extent applicable.

9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Dunwoody for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.

9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

PROPOSAL CONDITIONS

10. COMPLIANCE WITH LAWS AND REGULATIONS

10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to 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 Service Provider's performance of its obligations and functions hereunder; the Service Provider 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.

10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.

10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider'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 Service Provider under this Section 11 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 provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.

12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider 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.

PROPOSAL CONDITIONS

12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.

12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider 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 statue 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, or 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 Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, 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 Service Provider 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 Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 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.

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12.7 **Insurance**

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, 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 Service Provider's performance of the Contract work:

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

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

12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding $250,000, if the value of the Contract is less than $1,000,000 and not be subject to a self-insured retention exceeding $250,000, if the Contract is $1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, unless approved by the City Manager.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (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.

12.7.1.3 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider 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 Service Provider's employer's liability insurance shall not be less than $1,000,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

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

12.7.2 Health Insurance. Not applicable.

12.7.3 Garage Liability Insurance. Not applicable.

12.7.4 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.5 Crime Coverage. Not applicable.

12.7.6 Pollution Liability Insurance. Not applicable.

12.7.7 Other Insurance Requirements. All insurance policies required by this Section 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 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "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 Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider, immediately terminate this Contract upon written notice to the Service Provider. 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 Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

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

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14. CONTRACT ADJUSTMENTS

14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation 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 Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.

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

15. SUBCONTRACTORS

15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider 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 Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Request for Proposals.

15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service

Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection ang 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.

16. DEFAULT AND TERMINATION

16.1 In the event that:

16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or

16.1.2 the Service Provider 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 Service Provider of a written notice of such breach or default; or

16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider 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

16.1.4 the Service Provider 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 for this Contract; or

16.1.5 the Service Provider 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 creditor, 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

16.1.6 the Service Provider 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

16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

16.1.8 the Service Provider shall default on any other agreement entered into by

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and between Service Provider 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 Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider 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 Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider 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 Service Provider'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.

16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider 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 Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment pf a custodian, receiver, or trustee for all or a substantial part of its assts; (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 Service Provider 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 damage 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 Service Provider or the bankruptcy trustee or receiver. The Service Provider 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) form 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 right under section 503(b) of the Bankruptcy Code.

17. 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.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider 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 Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 16 hereof.

19. NOTICES

19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider'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 Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

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19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by 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 30338

Service Provider: _____

_____

_____

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

20. NONDISCRIMINATION

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

20.2 Compliance with Regulations. The Service Provider shall comply with the Law 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.

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

20.2.2 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider 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 Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.2.3 Information and Reports. The Service Provider 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, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

20.2.4 Sanctions for Noncompliance. In the event of the Service Provider'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:

20.2.4.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

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

20.2.5 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.2.1 through 20.2.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider 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 Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to **PROPOSAL CONDITIONS**

protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

20.2.6

20.3 The Service Provider 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 Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider 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 Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider 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 Cod. This provision shall survive the expiration or termination of the Contract.

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22. GENERAL PROVISIONS

22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the Proposal Conditions, (iv) the Scope of Work in Proposal Contions, (v) the Request for Proposal, and (vi) the Bid Form. Any items in conflict with Exhibit H Federal Requirements are mute.

22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation 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.

22.3 The Service Provider shall, during the term of this Contract, repair any damage caused t 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 Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provide or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and const, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider 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.

22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate 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 Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

22.6 The section headings herein are for the convenience of the City and the Service Provider 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.

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22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

22.8 The delay or failure of the City at any time to insist upon a 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 Service Provider 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.

22.9 The City shall have the right to recover from the Service Provider 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, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Centre as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.

22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, 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 Service Provider to the City on demand.

22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider 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 Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider 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 Service Provider with respect to any employee of the Service Provider or of its subcontractors.

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22.15 The Service Provider 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 reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books, 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 during the term of this Contract and for the longer of: (i) the period required by applicable federal laws, regulations, and grant requirements (including requirements applicable to the Community Development Block Grant (CDBG) program), or (ii) the period required by applicable State of Georgia records retention laws, rules, and retention schedules, as each may be amended from time to time. 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 Service Provider 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 Service Provider 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 or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider 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 Service Provider, or third party, the Service Provider 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 Service Provider 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 Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount

allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has overbilled 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 Service Provider.

22.16 The Service Provider 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.

22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.

22.18 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 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.

22.19 The Service Provider 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.

22.20 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 Service Provider for loss of business or damages of any nature whatsoever to the Service Provider 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 Service Providers.

22.21 The Service Provider 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.

22.22 At the option of the Service Provider, 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 Service Provider 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 Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

PROPOSAL CONDITIONS

23. GRATUITIES, REBATES, OR KICKBACKS

23.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

23.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of Proposal Conditions.

II. REQUEST FOR PROPOSAL INTRODUCTION

GENERAL INFORMATION

Following the most recent decennial census, the City of Dunwoody, Georgia (the "City") has the option to receive U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement funding directly, separate from DeKalb County. The city is requesting proposals from qualified consultants to support the planning and administrative readiness needed to launch a city-administered CDBG Entitlement Program. The selected firm will lead an extensive planning and public engagement process resulting in HUD-approvable planning documents and related certifications required under Title 24 Code of Federal Regulations Part 91, including a multi-year Consolidated Plan, associated annual Action Plan(s), fair housing analysis deliverables, and creation of the City's Citizen Participation Plan. These documents will provide the framework for identifying priority community needs, eligible activities, and the use of anticipated CDBG funds during the City's initial program years.

BACKGROUND

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

The city functions under the governance of a City Council and the management of a City Manager. The city provides municipal services to its citizens and businesses in a unique and progressive manner through a partnership with private firms. From the initial incorporation, the city has operated as a public-private partnership (PPP). The city reviews these arrangements on a regular basis both operationally and financially.

DEMOGRAPHICS

Dunwoody is the fourth-largest city in DeKalb County, Georgia, with an estimated population of 51,458 (2022 American Community Survey (ACS)). DeKalb County's median household income is $77,169, compared to $106,710 in Dunwoody. While Dunwoody is comparatively higher-income, 6.1% of residents live in poverty and 10.7% of residents under age 65 are uninsured. The city also reflects meaningful cultural and linguistic diversity: 12.8% of residents identify as Hispanic or Latino, and 29.3% of residents age 5 and older speak a language other than English at home (U.S. Census Bureau, 2022 ACS).

REQUEST FOR PROPOSAL INTRODUCTION

SCOPE

As an Entitlement Community, the city is required to prepare and adopt a five-year Consolidated Plan (the "Plan".) The Plan identifies the City's housing and community development needs and establishes the framework for a means to provide decent housing, a suitable living environment and expand economic opportunities. An Annual Action Plan is then prepared each year that identifies the strategies and funding priorities to implement the Consolidated Plan. The first Annual Action Plan, An Analysis of Impediments to Fair Housing Choice, Homeless Needs Assessment and Certification of City's efforts to Affirmatively Further Fair Housing and all other Certifications and items necessary to meet HUD requirements ("Related Documents") will be incorporated into the Plan.

The Consultant will complete and deliver the final Plan and Related Documents per the City of Dunwoody's adopted Citizen Participation Plan in collaboration with Dunwoody's Community Development Department, and the Strategic Partnerships Department in the identification, development, scheduling and implementation of activities designed to complete the Consolidated Plan and Related Documents. It will be the responsibility of the Consultant to clearly convey the intent of the Consolidated Plan to the community, explaining the purpose the Plan serves, the strategies, goals, and the approach needed to execute initiatives.

Draft 2027 Order of Schedule / Dates to Be Determined with Vendor

- Project Kickoff Meeting
- First public hearing,
- Development of Draft Plan (Target Start: March)
- Second public hearing, Findings/ Draft Plan Review
- Draft Plans Posted for Public Comment
- Final Draft Delivered
- Final Plan presented to Council for Adoption
- All documents submitted to HUD
- Public Hearings

Key Deliverables in English and Spanish language

- Management of the City of Dunwoody's CDBG program
- Citizen Participation Plan
- 5-Year Community Development Block Grant
- 1-Year Annual Action Plan
- Analysis of Impediments to Fair Housing Choice/Housing & Homeless Needs

All aspects of the final Plan and Related Documents will be compliant with the requirements of ***24 CFR Subpart C Local Governments; Contents of Consolidated Plan § 91.200 through § 91.230***

REQUEST FOR PROPOSAL INTRODUCTION

PROJECT APPROACH

The City of Dunwoody will expect the consultant to have the capacity to exercise independent judgement and to perform those actions necessary to achieve the project objectives in a manner consistent with those expected of senior technical and management staff. While the consultant will be working under the general direction of the Community Development Department, it should be understood the city will rely on the personnel, experience and expertise of the consultant to ensure necessary components of the process are completed in a timely manner, with ample opportunity for internal department review and comment prior to submission to the community or elected body. The approach proposed for this project should incorporate the following elements, in addition to other elements or tasks that may be deemed necessary.

1. Citizen Participation Process
   The consultant will development and submitted a Citizen Participation Plan to HUD. This plan is to be adopted by the city and used in conjunction with the consultant's professional expertise, the project scope and timeframe, the consultant should propose an inclusive and dynamic process for public involvement that engages the following stakeholder groups: (1) Residents of Dunwoody; (2) Dunwoody City Council Members; (3) Dunwoody staff; (4) Dunwoody Planning Commission; (5) DeKalb County Housing Authority; (6) Public Service entities including but not limited to Faith Communities, cultural outreach groups, housing advocacy groups; (6) Georgia Department of Community Affairs; (7) Dunwoody Development Authority (8) DeKalb County Public Schools. The consultant and City staff will collaborate on no less than three (3) recommend focus groups with target populations and/or areas. The recommended process should include a combination of techniques and formats that foster transparency and consensus building.
2. Latino Outreach
   All public outreach documents, presentations and the final plan document will be translated into Spanish. The consultant will work with the City of Dunwoody Communications Department and with community groups identified by the City of Dunwoody to ensure the City's Latino community is presented with an accessible and engaging process for participation in the development of the Plan and Related Documents.
3. Coordination with and feedback from City staff
   The proposed approach should include steps that ensure that the final product will be developed in close coordination with City staff and will include opportunities for feedback from staff as the work proceeds. The consultant should be available for a sufficient number of meetings with City staff to ensure successful coordination and completion of the project. The consultant and City staff will meet at the outset of the project to finalize and coordinate the project schedule.
4. The City will provide copies of all existing plans, data and documents necessary for the development of the Plan and Related Documents.

FINAL PROPOSAL

The final Proposal for development of Key Deliverables shall be submitted in City's website.

End of Request for Proposal Introduction.

III. REQUEST FOR PROPOSAL EVALUATION CRITERIA AND PROCESS

A. The Request for Proposal (RFP) must contain the information outlined below.
Include a title on each page of your RFP and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
   a) Approach
   b) Qualifications and Experience of the Consultant Firm(s)
   c) Qualifications and Experience of Key Staff
   d) Cost Proposal
   e) Federal Systems for Awards Management (SAM.gov): Contractor is required to submit their Unique Entity Identifier (UE) at the time of submission per Exhibit H.

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

i. Company's information including name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
ii. Company's mailing address, contact person, telephone number for primary contact person, and email address.
iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Dunwoody, Georgia, and the office from which projects will be managed.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the most responsible and responsive consultants submitting qualifications which are deemed to be the most advantageous to the city. The following section describes the evaluation criteria the city will consider in determining which proposals are most advantageous to the city and scoring methodology.

REQUEST FOR PROPOSAL EVALUATION CRITERIA AND PROCESS

a) Approach

1. **Methodology(ies):** This should demonstrate the firm's understanding of the nature of the work and approach to be taken. This should include addressing project objectives, scope of work, the proposed approach, and any other pertinent elements.
2. **Schedule:** Provide a proposed timeline which the firm believes they can accomplish the scope of work, including milestone dates per the RFP Introduction.

b) Qualifications and Experience of the Consultant Firm(s)

Describe recent experience relevant to this project with emphasis placed on projects managed by the key personnel to be assigned to this project. Submit at least three references with names, addresses, and phone numbers of those familiar with the consultant's ability, experience, and reliability in the performance and management of projects of a similar nature.

c) Qualifications and Experience of Key Staff

Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes If applicable.

d) Cost Proposal

Provide a proposed fee based on the stated Scope of Work, which includes all reimbursable items like mileage and printing. Once the desired consultant has been identified, the City reserves the right to negotiate the final fee.

e) SAM.GOV Registration

Federal Systems for Awards Management (SAM.gov): Contractor is required to submit their Unique Entity Identifier (UE) at the time of submission with signed Exhibit G.

General Selection will be based upon the qualification of the applicant and its ability to satisfy the project requirements, schedule, and approach as described in the proposal. The City of Dunwoody reserves the right, at its sole discretion, to reject any and all proposals, and to waive minor irregularities. The City of Dunwoody also reserves the right to select any proposal as the basis for negotiating a contract; to exercise its sole discretion and apply its judgment with respect to any aspect of this request for proposals; the evaluation of proposals and the negotiation and award of any contract; and to weigh its evaluation criteria in any manner it deems appropriate.

REQUEST FOR PROPOSAL EVALUATION CRITERIA AND PROCESS

B. SCORING CONSIDERATIONS

Criteria	Points
Qualifications and Experience of the Consultant Firm	35
Qualifications and Experience of Key Staff	30
Approach -Project Management & Staffing Plan	20
Cost-effectiveness of the proposal.	10
Federal Systems for Awards Management (SAM.gov) registered	5

a. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.

b. The City is concerned about proposers' financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the City reserves the right to perform additional due diligence in this area, at the sole discretion of the City, prior to award of any contract.

c. The proposals will be the basis from which interested firms will be selected for interviews if deemed necessary. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firms based on all materials and information presented

d. Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to request "best and final" offers; and to issue a new RFP. Firms eliminated from further consideration will be notified by mail by the city as soon as practical.

REQUEST FOR PROPOSAL EVALUATION CRITERIA AND PROCESS

C. SUBMISSION OF RFP

RFP Number: 26-06, CDBG Program Planning & Administration support Services
Questions Due: Tuesday, September 1, 2026, at 2:00 PM
Proposal Due Date: Wednesday, September 16, 2026, at 2:00 p.m.

All submissions are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. The Proposal Letter included as page three (3) of this RFP, and Exhibit A-F must be attached and must be signed by a person authorized to legally bind the company.

D. EVALUATION PROCESS

a. All proposals received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each proposal will be reviewed to ensure that the Offeror submitted all information required in the RFP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.

b. The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in the Evaluation and Selection Criteria. Discussions may be conducted by the City of Dunwoody with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

c. The City of Dunwoody reserves the right to addend the RFP prior to the date of proposal submission. Addenda will be posted to the City's website and Dunwoody websites: www.Dunwoodyga.gov.

d. Awards of contract shall be made to the responsible Offerors who have successfully submitted a proposal and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Dunwoody reserves the right to reject all proposal's submitted in response to this RFP.

REQUEST FOR PROPOSAL EVALUATION CRITERIA AND PROCESS

E. OTHER CONSIDERATIONS

a. Optional Add-On Service - Grant Research & Grant Application Support- Grant research and application support may include (as requested by the City) ongoing monitoring and identification of grant opportunities aligned with City priorities, preparation of a shortlist of recommended opportunities that summarizes key items such as eligibility, match requirements, timelines, and major compliance elements, and full grant application development services including application strategy and compliance review, narrative preparation, budget development and coordination with City staff, assembly of required forms and attachments, and submission support through completion of post-submission questions or clarifications, as applicable.

   This service is not required. However, if the firm currently performs, or has the capability to perform, these tasks, the City is interested in having them included as part of the proposal.

b. Vendors responding to this RFP need to become a registered Vendor to sell products or services to the City of Dunwoody. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors including invoice payments. A Vendor Application will be provided to the selected firm.

   If you have any questions or concerns, please feel free to email:
   City of Dunwoody Purchasing purchasing@Dunwoodyga.gov

c. Prior to the due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. A person authorized to sign for the Offeror must sign all such requests.

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

REQUEST FOR PROPOSAL EVALUATION CRITERIA AND PROCESS

Any exceptions to the agreement must be clearly identified, accompany the Offeror's proposal, and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the RFP and will perform the services specified; and for the privilege of doing so on the City of Dunwoody premises. I understand that, upon proper acceptance of this offer by the City of Dunwoody, a contract will thereby be created.

Given under my hand this _____day of _____, 20___.

_____
Name of Firm

_____
Signature

_____
Title

_____
Business Address

_____
Email address

Sworn to and subscribed before me
this _____day of _____, 20 ___.

_____
Notary Public

My commission expires on the above date.

_____

END OF REQUEST FOR PROPOSAL EVALUATION CRITERIA PROCESS

EXHIBIT A

Georgia Security and Immigration Compliance Affidavit

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____ _____
Name of Contractor Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 20_____ in _____ (city), _____ (state).

_____ Signature of Authorized Officer or Agent

_____ Printed Name and Title of Authorized Officer or Agent

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

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT B
Bond Documents: Payment Bond, Performance Bond, and Maintenance Bond

NOT APPLICABLE

EXHIBIT C
Drug-Free Workplace Act

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 D
Purchasing Policy Addendum

I, _____, hereby certify that I have received a copy of the City of Dunwoody, GA, Financial Management Policies Purchasing Policy which can be found at hhtp://Dunwoodyga.gov/city-departments/purchasing and agree to comply with all requirements of the City of Dunwoody, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

_____

BY: Authorized Officer or Agent Date
(Service Provider Signature)

_____

Title of Authorized Officer or Agent of Service Provider

_____

Printed Name of Authorized Officer or Agent Date

EXHIBIT E

Affidavit Verifying Status for 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, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Dunwoody license/permit and /or contract 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 O.C.G.A. § 16-10-20.

Signature of Applicant: _____Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).

Subscribed and Sworn Before Me, this the ____day of _____, 20___

Notary Public:_____

My Commission Expires: _____

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

_____

EXHIBIT F
Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.
He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR COMMUNITY DEVELOPMENT ARE TRUE AND CORRECT.

Dated this_____day of_____, _____

_____
(Name of Organization)

_____
(Title of Person Signing)

_____
(Signature)

_____
(Bid Number)

STATE OF_____)

COUNTY OF_____)
Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this_____day of_____,_____.

_____
Notary Public Signature

My Commission Expires:_____

Exhibit G

Cost Proposal

5 YEAR CONSOLIDATED PLAN (2027-2032) $_____

1 YEAR ACTION PLAN $_____

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE $_____

TOTAL COST $_____

ADDITIONAL COST $_____

Cost shall be placed in a separate envelope marked RFP 26-06, City of Dunwoody Consolidated Plan and Action Plan 2027-2031 Cost Proposal.

EXHIBIT H
PROFESSIONAL SERVICES CONTRACTOR REQUIREMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT ASSISTED PROGRAMS

This project is funded wholly (or in part) by the Community Development Block Grant Program and subject to multiple federal requirements including, but not limited to, those outlined below.

1. Audit Requirements
   The Contractor is responsible for ensuring that its activities carried out under this Agreement adhere to CFR Title 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor acknowledges transactions conducted under the terms of this Agreement are subject to audit per Access to Records included herein.

2. Federal Invoice Documentation Requirement
   All invoices submitted under the terms of this agreement are required to include the Purchase Order Number and Federal Grant Number as provided by the City of Dunwoody representative.
   Contractor acknowledges that any invoice submitted absent of this requirement shall be deemed void and returned to Contractor for correction.

3. Debarment and Suspension
   Contractor certifies it is registered in the Federal System for Award Management (SAM) and in accordance with the OMB guidelines at 2 CFR 180 is not listed on the governmentwide Excluded Parties List (EPL) system for Debarment or Suspension. Contractor is required to provide evidence of active SAM.gov registration and entity's Unique Entity Identifier as issued by SAM. Gov. Contractor agrees to maintain registration for the term of this agreement and notify City within 10 days should contractor be added the EPL.

4. Fair Housing and Equal Opportunity
   Title VI of the Civil Rights Act of 1964, As amended No person may be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving Federal assistance based on race, color, or national origin. The regulations implementing the Title VI Civil Rights Act provisions for HUD programs are found in 24 CFR Part 1.

5. Age Discrimination Act of 1975, As Amended Prohibits age discrimination in programs receiving Federal financial assistance. Regulations may be found in 24 CFR Part 146.

6. Section 109 of Title I of the Housing and Community Development Act of 1974: Requires that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded with CDBG funds based on race, color, religion, national origin, or sex.