

REQUEST FOR PROPOSALS

RFP 13-02

Public Safety Video Surveillance Project

May 8, 2013

REQUEST FOR PROPOSAL
RFP 13-02
Public Safety Video Surveillance Project

The City of Dunwoody is soliciting competitive sealed proposals from qualified contractors for **Public Safety Video Surveillance Project for Brook Run Park.**

Proposals should be typed or submitted in ink and returned in a sealed container marked on the outside with the **RFP13-02** and Company Name clearly marked. Proposals will be received no later than **3:00 P.M.** local time on June 14, 2013. Any Proposal received after this date and time will not be accepted. Proposals will be publicly opened and read.

Mandatory Pre-Proposal Conference will be held on May 29, 2013 at 10am at the Dunwoody Police Department at 41 Perimeter Center East Suite 100 Dunwoody, GA. 30346. This meeting will also include a tour of Brook Park so each company understands the scope of the project and desired location of the cameras. Attendance at this pre-proposal conference shall be a prerequisite for submitting a proposal. The conference will include a review of the Proposal Documents, a walk-through of the proposed project site, and a question and answer period. Proposers are expected to be familiar with the Proposal Documents and to provide the City with any questions regarding the Proposal Documents at the Pre-Proposal conference or by the deadline for questions to be submitted.

Questions regarding Proposals should be directed to purchasing@dunwoodyga.gov no later than **May 31, 2013 by 3:00pm**. Proposals are legal and binding upon the Proposer when submitted. All

Proposals should be submitted to the:

Purchasing Department
City Of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

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

No Proposal may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, request formal presentations from one or more of the proposers (at proposer's expense at the City's site) whose proposals appear to best meet the City's requirements.

The proposer awarded the Contract must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the Proposal Documents.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals.

Award, if made, will be to the responsible and responsive proposer submitting the proposal which is deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors being considered.

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678) 533-0712. Unauthorized communication by the proposer may disqualify the proposer from consideration.

Public Safety Video Surveillance Project
RFP Guidelines
May 8, 2013

Description

On December 1, 2008 the City of Dunwoody became Georgia's newest municipality. This 13 square mile community of just over 46,000 residents is also home to many of metro Atlanta's top dining, shopping, schools, and recreation activities and destinations. The City of Dunwoody is approximately 15 miles north of downtown Atlanta at the most northern tip of DeKalb County.

Dunwoody is strategically located in a cradle of three major transportation routes: to the west, the north line of the regional commuter metro rail system, Marta; to the south, Interstate 285, the perimeter beltway ringing suburban Atlanta; and on the east, Peachtree Industrial Boulevard. At the southwest corner of the city is the Perimeter Center, a regional employment center and the southeast's largest economic hub outside of Atlanta. With Perimeter Center's high rise office complexes, Dunwoody's daytime population more than doubles during business hours. Outside of the perimeter area, the majority of the City of Dunwoody is comprised of low density, stable single family homes and smaller neighborhood-level shopping centers and office complexes.

Dunwoody is also home to a great park system. At 102 acres, the City's largest park is Brook Run Park. Located at 4770 North Peachtree Road, Brook Run has served the community as a park since 2001 and acquired by the City of Dunwoody in 2010. The land was first used beginning in the 1970s by the State of Georgia as the Georgia Retardation Center. The hospital facility has since been demolished, as well as several of the ancillary buildings, but a number of buildings remain throughout the park including a theater, dorm, and office buildings. These older buildings are interspersed with the newer park facilities such as the Skate Park building and Veterans Memorial as well as the active park features including a park children's playground, community garden, skate park, dog park, open fields, and a developing trail system.

Scope of Work for Project

Dunwoody Police Department "Public Safety Video Surveillance Project"

The Dunwoody Police Department would like to implement a public safety video surveillance system solution that will enable our department to be more proactive in our crime prevention, enforcement and investigative efforts for our community.

The initial focus of this project will be Brook Run Park. In the past several years, Brook Run Park has experienced a significant level of crime including criminal damage to property, graffiti and thefts from vehicles.

Based on the areas of the park the City wishes to cover, the City has determined it will need (7) IP-based HD resolution pan/tilt/zoom cameras and (2) automated license plate reader cameras from Vigilant Video. Specifically, cameras will provide video coverage of both entry/exits to the park, the skate park, the playground, the dog park, the recreation area and the community garden. In addition, the automated license plate reader cameras will cover the (2) entrances and document the license plates of vehicles entering the park, comparing them to the hot-list and notifying our personnel when there is a hit.

Due to the complicated nature of this proposal, there is a mandatory pre-proposal conference on May 29, 2013, at 10am at the Dunwoody Police Department at 41 Perimeter Center East Suite 100 Dunwoody, GA 30346. This meeting will also include a tour of Brook Run Park so each company understands the scope of the project and the desired location of the cameras. **Attendance at this pre-proposal conference shall be a prerequisite for submitting a proposal.**

System Requirements

This section establishes the minimum requirements for a video surveillance system and video management software referred to collectively as "System" to be utilized by the Dunwoody Police Department.

Enterprise-wide Platform

System shall create an enterprise-wide video surveillance platform that allows the Dunwoody Police Department to view live and recorded camera images from any camera at any location with remote and secure monitoring via intranet and VPN-secured internet by Dunwoody Police Department personnel or any other agency the department chooses to provide access.

Web-based Solution

System shall be a web-based solution that will be accessed using Internet Explorer from any Windows PC. System shall provide web-based access to live video using mobile devices connecting over 3G including Apple iPad, Apple iPhones, Android Smartphone's and Tablets and RIM Blackberry devices.

Single Log-in

System to have a single enterprise-wide login for all Dunwoody Police Department cameras or any non-department cameras added to the system. Users should be able to login to the system one time and access every camera at every facility they are authorized to view. Users should not be required to input separate URL addresses or user accounts to view cameras located at any facility.

Open-Architecture Platform

System shall be non-proprietary and utilize an open-architecture platform. System shall utilize Internet Protocol cameras from leading manufacturers, commercial off the shelf servers and storage devices from any manufacturer that will conform to the Dunwoody Police Department's existing network infrastructure.

Open-Source Media Player

System shall play recorded and downloaded images in an open source media player such as VLC and shall not require the use of proprietary media players to view recorded or downloaded images on any user workstation.

Pan/Tilt/Zoom

System shall allow local and remote users the ability to control Pan/Tilt/Zoom cameras using only a computer mouse.

Images in H.264 Format

System shall record all camera images in H.264 format. If cameras do not support native H.264 streaming, the system must transcode camera images to H.264 during recording. H.264 is the only acceptable video format for recorded images.

Full, native Resolution

System shall stream and record camera images in full, native resolution at the maximum number of frames per second with a minimum of twenty (20) frames per second.

Live Streaming

System shall support streaming live camera images in multiple resolutions and frame rates simultaneously.

Google Mapping Interface

System shall utilize Google Maps as the user interface to provide a rich, dynamic user interface for the display of camera locations, navigation of facility maps and facilitate the input of GPS coordinates of other assets and devices. Users must have the ability to interact with the mapping service using both street map and satellite view of the area.

Proxy Camera Requests

System must proxy all camera requests to minimize camera bandwidth and ensure user access rules are enforced. At no time shall any user have direct network access to any camera.

Integrate with Existing Systems

System shall have the capability to integrate with the Sandy Springs Intelligence Center at no additional cost to the City of Dunwoody other than the amount reflected in this Firm's proposal.

System shall support integration with many 3rd party data sources to provide a centralized

platform for situational awareness information display. The system must quickly integrate with 3rd party Automatic Vehicle Location systems to display police vehicle locations and current status on the map in real time alongside available video cameras. System must integrate with 3rd party Computer Aided Dispatch systems to display the current live events on the map. We currently use OSSI CAD. System must integrate with 3rd party License Plate Recognition systems to display LPR hits and alerts on the map in real time and shall allow users to access the LPR system quickly simply by clicking on the alert. We currently use Vigilant Solutions. In the future, as additional sources of situational data become available, the System shall have the ability to quickly expand and take advantage of new sources of situational information.

In addition, the system must have the ability to add 3rd party, private cameras to the system and integrate them on the Google map interface with the City of Dunwoody cameras.

Automated Monitoring

System shall provide 24x7 automated monitoring of every component of the surveillance solution. Upon detection of a problem with a component, System shall automatically notify the surveillance software contractor's Technical Support staff to begin resolution protocols. Upon notification, the contractor will contact the designated point person of the Dunwoody Police Department to determine if any environmental or network issues occurred which may have impacted the surveillance solution and then work to resolve the issue. Both remote and onsite resources will be utilized by the contractor in resolving the issue to ensure maximum uptime of the surveillance system.

Installation and Maintenance

Contractor shall be certified/authorized by the software and equipment manufacturers for the installation and maintenance of the system components.

Contractor Requirements

This section establishes the minimum requirements for the customer and technical support to be provided to the Dunwoody Police Department during installation and on-going use of the video surveillance system and video management software.

Customer Support – Normal Business Hours

Contractor shall provide toll-free phone support during normal business hours (8am-5pm, Monday -Friday). Contractor's local service should be located no more than one (1) hour away from installation locations and shall provide on-site service during normal business hours (8am-5pm, Monday-Friday) with a next-day response time.

Operational Concerns

Contractor shall provide a toll-free telephone support line for operational concerns that are in addition to the warranty items to include:

Complete end-user support.

Complete remote administration of every aspect of the surveillance system.

Remote downloading of images in response to end-user requests.

Technical Support

Contractor shall have the ability to completely support the installed System and provide software customizations.. Contractor shall have access to the source code for the selected video management application to provide the necessary customization and integration with other public safety systems.

Proposal Preparation and Submission Requirements

General Requirements

RFP Response: In order to be considered for selection, Firms must submit a complete response to this RFP. One (1) original, six (6) copies, and one electronic copy of the proposal shall be submitted to the City of Dunwoody as indicated on the cover sheet.

Proposal Preparation:

Proposals shall be signed by an authorized representative of the Firm. All information requested must be submitted. Failure to submit all information requested may result in the City of Dunwoody Purchasing Agent requiring prompt submission of missing information and/or giving a lower evaluation of the proposal.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Each copy of the proposal shall be bound or contained in single volume where practical. All documentation submitted with the proposal shall be contained in that single volume where practical.

Ownership of all data, materials and documentation originated and prepared for the Dunwoody Police Department pursuant to this RFP shall belong exclusively to the Dunwoody Police Department.

Oral Presentation/Product Demonstration: Firms who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation of their proposal to the Dunwoody Police Department. This provides an opportunity for the Firm to clarify or elaborate on the proposal. This is a fact finding and explanation session only, and does not include negotiation. The City of Dunwoody Purchasing Agent will schedule the time and location of these presentations. Each Firm shall be prepared to demonstrate their system for a select group of the Dunwoody Police Department as well.

Technical Proposal Requirements: Proposals should be as thorough and detailed as

possible so that the Selection Committee may properly evaluate the Firm's capabilities to provide the required services/products.

Each Firm's proposal **shall be** organized in the sequence indicated below:

Cover Letter: Provide a general description of the firm and proposal.

Favorable References: It is the intent of the Dunwoody Police Department to select a firm with extensive experience working with municipal agencies. The Firm shall provide a list of at least three (3) projects of similar size and scope for which the Firm has provided these services/products in the last (3) years. Include the date(s) when service/product was provided, the business name, address, and name and telephone number of the contract administrator.

Experience/Qualifications/Ability to Perform: The Firm shall indicate the expertise and experience of the firm relative to the Scope of Services and specific requirements contained in this RFP. Firm must have experience designing and installing enterprise-level surveillance systems for municipal environments. Firm must articulate its response to each of the requirements under contractor requirements. Responses must include the names, addresses, and phone numbers of contact persons, size and scope (magnitude and complexity) of service/product provided, date of award and period of performance.

Proposed Approach/Methodology/Services: Firm shall respond to the System Requirements. The Firm shall provide a written narrative describing the firm's ability to meet the minimum requirements set forth herein. Sufficient detail shall be provided to demonstrate the Firm's understanding, ability and/or willingness to satisfy all specified requirements. At the minimum, the Firm shall address the following: responsiveness of the proposed system to the Dunwoody Police Department's needs and requirements; hardware requirements for proposed system; Project Implementation Plan with appropriate Gantt charts or similar representations of the milestones and timing of the implementation; System Acceptance Criteria; End User and Administrator Training Plan; Firm support of the system following installation; service and maintenance factors; training services and proposed plans for cooperation with the Dunwoody Police Department to ensure a successful security system. A complete design document should be included in this section identifying camera locations, camera types, installation methods, site survey findings, connection to the Dunwoody Police Department network and power requirements. Firm shall also identify any items needed to be addressed by the Dunwoody Police Department for the successful implementation of this project, including specifics.

Proposed Costs: The Firm shall submit a good faith, binding estimate for a turn-key video surveillance camera solution for the Dunwoody Police Department based on the information obtained during the mandatory pre-bid conference and the RFP. The estimate shall include all costs required for the successful implementation of this project and should clearly identify any items beyond the scope of the Firm's proposed solution.

Timetable for Implementation: The firm should describe in detail the timeline for full

implementation of the project once a contract is accepted.

Evaluation and Award Criteria:

Evaluation Criteria: Proposals shall be evaluated by a Selection Committee using the following criteria as related to the solicitation’s Scope of Services:

1. Favorable References
2. Experience/Qualifications/Ability to Perform
3. Proposed Approach/Methodology/Services
4. Proposed Cost(s)
5. Successful Demonstration, if requested by the City of Dunwoody

The Firms who appear most capable of providing a product/service that can best satisfy the Dunwoody Police Department’s needs after completing the evaluation, Criteria (1)-(4), will be selected as finalists for further evaluation. There is no specified number of finalists that may be selected. Finalists will be required to perform a demonstration of their system. Upon the completion of demonstrations by selected finalists, the Selection Committee will score proposals on the criteria (1) – (5) (in other words, a re-scoring of criteria (1) – (4), and an initial scoring of (5).

Projected Timetable: The following projected timetable should be used as a working guide for planning purposes. The Dunwoody Police Department reserves the right to adjust this timetable as required during the course of the RFP process.

- | | |
|------------------|------------------------------------|
| May 8, 2013 | Issue RFP |
| May 29, 2013 | Mandatory Pre-Proposal Conference |
| June 14, 2013 | Bids due in office by 3pm |
| June 17-21, 2013 | Initial review and scoring of bids |
| June 25, 2013 | Demonstration if needed |
| July 8, 2013 | Recommendation to Council |
| July 22, 2013 | Award of contract |

Award of Contract: Selection shall be made of the firm deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified above. Negotiations shall be conducted with the Firm selected. Costs shall be considered, but need not be the sole determining factor. The City of Dunwoody may cancel

the RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the City of Dunwoody determine in writing, and in their sole discretion, that only one Firm is fully qualified, or that one Firm is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Firm. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. The City of Dunwoody will not sign any vendor contract.

Upon selection of a particular provider, a contract will be prepared for award of service to begin installation of necessary equipment for the City of Dunwoody.

PROPOSAL SCHEDULE

**REQUEST FOR PROPOSAL
RFP 13-02**

Public Safety Video Surveillance Project

Total Lump Sum (Turn Key) Proposal:

Total Lump Sum (Turn Key) Proposal in Words:

PROPOSAL FORM
RFP 13-02 Public Safety Video Surveillance Project

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

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

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 13-02 Public Safety Video Surveillance Project and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

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

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

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

Addendum No. Date

Addendum No. Date

Addendum No. Date

Company

Name: _____

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

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

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

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

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

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

Legal Business Name _____

Federal Tax ID _____

Address _____



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

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

SAMPLE CONTRACTOR CONTRACT

RFP 13-02 Public Safety Video Surveillance Project

This **CONTRACT** made and entered into this _____ day of _____, 20____ by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the CITY), _____ and _____, (Party of the Second Part, hereinafter called the Contractor)

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

1. TERM:

This contract shall commence upon execution of contract.

2. ATTACHMENTS:

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

3. PERFORMANCE:

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

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Contractor for the actual quantity of work performed, which shall in no event exceed \$_____. The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The City agrees to pay the Contractor following receipt by the City of a detailed invoice, reflecting the actual work performed by the Contractor.

5. INDEMNIFICATION AND HOLD HARMLESS:

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all

liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONTRACTOR. CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR.

6. TERMINATION FOR CAUSE:

The CITY may terminate this Contract for cause upon ten (10) days prior written notice to the Contractor of the Contractor's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the CITY's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. ASSIGNMENT:

The Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

10. WAIVER:

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

11. SEVERABILITY:

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

12. GOVERNING LAW:

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

13. MERGER CLAUSE:

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

14. TRAVEL COST REIMBURSEMENT

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

DUNWOODY, GEORGIA

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

DUNWOODY, GEORGIA

By: _____

Michael G. Davis, Mayor

City of Dunwoody, GA

ATTEST:

Signature

Print Name

City Clerk

APPROVED AS TO FORM:

Signature

Dunwoody Staff Attorney

CONTRACTOR: _____

BY: _____

Signature

Print Name

Title

ATTEST:

Signature

Print Name

Corporate Secretary

(Seal)

CITY OF DUNWOODY
DEPARTMENT OF FINANCE AND ADMINISTRATION – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document.

1. INTENT

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

2. GENERAL

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to purchasing@dunwoodyga.gov prior to the deadline for questions regarding proposals indicated in the RFP. Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the solicitation and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.
- 2.2 A Proposer's Proposal prices shall remain firm for 60 days from the submission deadline. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.

- 2.3 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.4 There shall be no reimbursables or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Proposer's overhead costs related to travel shall be included in such Proposer's prices in its Proposal.

3. ENVIRONMENTAL SUSTAINABILITY

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

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS

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

5. ADDENDUM(S)-CHANGES WHILE PROPOSING

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to the City, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678) 533-0712 by the date and time listed in the proposal documents (if applicable). Any response by City to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom

the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting the City web site at <http://www.dunwoodyga.gov>. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit the City website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

6. PREPARATION OF PROPOSALS

- 6.1 Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her.
- 6.3 If the Proposer is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Proposer to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.
- 6.4 If the Proposer is a corporation or other state-chartered business entity, the City reserves the right to require the Proposer to submit to the City at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer, the Proposer will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to City.

7. PROPOSAL GUARANTY

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS

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

9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS

To ensure the proper and fair evaluation of Proposals, the City highly discourages any oral communication initiated by a Proposer or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the issuance of the solicitation document, the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678)533-0712. Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

10. WITHDRAWAL OF PROPOSALS

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of sixty (60) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the sixty (60) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without

limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.

11. DISQUALIFICATION OF PROPOSERS

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

11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

11.1.2 Evidence of collusion between or among Proposers;

11.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);

11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or

11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.

11.2 The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

12. REJECTION OF IRREGULAR PROPOSALS

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals, fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with

Proposals, including, but not limited to, the Proposer's prices, or contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT

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

14. RESPONSIBILITY OF PROPOSERS

14.1 City reserves the right, to aid it in determining a Proposer's responsibility, to require a Proposer to submit such evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.

14.2 All Proposers shall furnish the City with the company name, address, contact person, and telephone number of at least three (3) entities (preferably a firm other than the City) for which they have supplied similar services as requested in this Proposal during the past three (3) years, unless otherwise noted in the Proposal Document. The information should be submitted with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Proposer to notify the reference, verify contract information, and obtain permission from the reference before completing the form.

14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence, through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently employed or otherwise engaged in providing similar services and, taking into account the activities of a related predecessor, affiliate, or principal of Proposer, has been actively engaged in such activity for at least three (3) years immediately preceding the date of the Proposer's response to this request.

15. AFFIDAVIT AND AGREEMENT FOR PHYSICAL PERFORMANCE OF SERVICES AS DEFINED BY O.C.G.A. 13-10-90

15.1 When applicable, awarded vendor will be required to submit a City supplied Affidavit and Agreement (sample on City website) in accordance with O.C.G.A. 13-10-90 as part of the contract execution process.

16. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

16.1 Awarded vendor will be required to submit an Affidavit Verifying Status for City Public Benefit Application (sample on City website) in accordance with O.C.G.A. 50-36-1 as part of the contract execution process.

17. EXECUTION OF CONTRACT

17.1 The Proposer to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Proposer's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to the City, before the Contract will be executed by the City.

17.2 A Proposer's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).

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

18. GEORGIA SALES TAX

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

19. SUBCONTRACTS

19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.

19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

19.3 The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS

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

21. SECURITY

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

22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION

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

23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION

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

24. INSURANCE

The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits there under decreased unless at least thirty (30) days prior written notice has been given to the City.

25. PROPOSAL ERRORS

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

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

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

27. PERFORMANCE STANDARD

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Specifications. The successful Proposer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions.

28. NO PROPOSALS

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

29. PUBLIC RECORDS/PUBLIC MEETINGS

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

* * * * * END OF INSTRUCTIONS TO PROPOSERS * * * * *

