

REQUEST FOR PROPOSALS

for

Government Operational Services Relating to

- (A) Building Code Services [RFP 14-07]
- (B) Code Enforcement Services [RFP 14-08]
- (C) Public Works Services [RFP 14-09]
- (D) Information Technology Services [RFP 14-10]

Issue Date: Thursday, October 16, 2014

PROPOSALS DUE: Friday, October 31, 2014 at 2:00 p.m.

Information concerning this solicitation may be found at:

www.brookhavenga.gov

Deadline for Questions: Thursday, October 23, 2014 at 2:00 p.m.

(There is not a conference scheduled for this procurement)

Questions must be directed to

City of Brookhaven via e-mail: purchasing@brookhavenga.gov

Instructions to Proposers

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____ Facsimile: _____

Email: _____

Submit Proposals to:
City of Brookhaven
Purchasing Office
4362 Peachtree Road
Brookhaven, GA 30319

City of Brookhaven
PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Brookhaven Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

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

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal 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 proposal meet or exceed any and 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 Brookhaven reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

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

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal 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. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

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1.0 INTRODUCTION

1.1 Purpose of Procurement

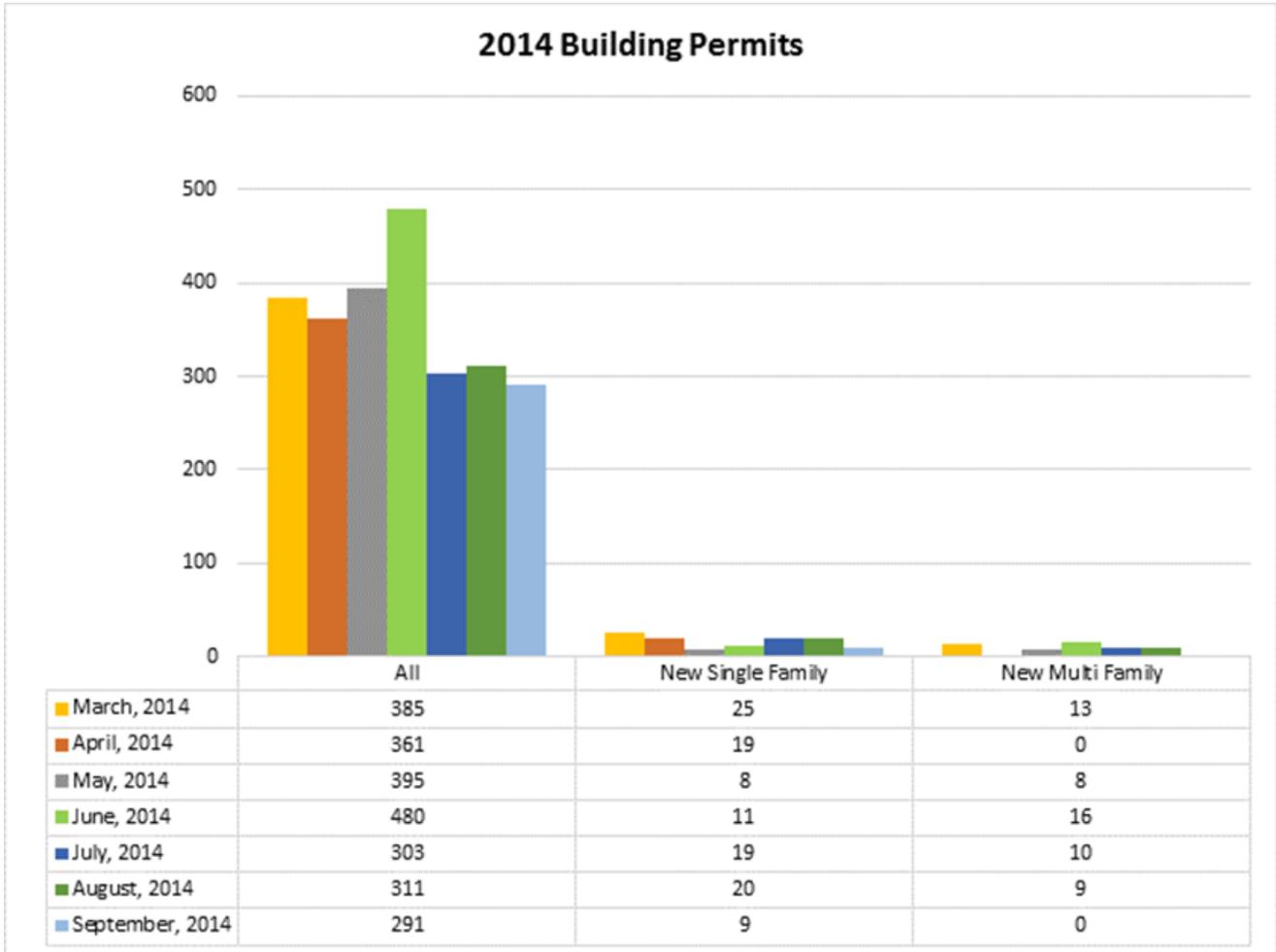
The City of Brookhaven, Georgia is requesting proposals for Governmental Operational Services relating to Building Code Services, Code Enforcement Services, Public Works Services, and Information Technology Services. A complete description of the services sought for this project is provided in the Scope of Services Section. Building Code Services and Code Enforcement Services are housed within the Community Development Department under the overall supervision of the Director of Community Development. Public Works and Information Technology report to the City Manager or as otherwise assigned. Services may alternatively be provided by one or more consultants. One or more consultants may be selected to enter into agreements for all services or a single consultant may be selected to provide all services.

The City of Brookhaven was incorporated December 17, 2012 and is the newest city in DeKalb County, GA. The City's population is approximately 50,000 with a geographic area of approximately 11.3 square miles. In 2014, The Atlanta Business Chronical recognized the City of Brookhaven as the fastest growing residential zip code in the metro-Atlanta area. Many long range planning initiatives have been underway in 2014: Comprehensive Plan 2034 anticipated to be adopted in November, 2014 while the Buford Highway Improvement Plan and Economic Development Strategy, the Comprehensive Transportation Plan, and the Parks and Recreation Master Plan are newly adopted.

The demand for services from day to day operation, infrastructure maintenance and long term capacity, and the ability to track and respond internally and externally are top priorities for the City of Brookhaven.

Examples of 2014 workload for each service follow:

Building permit activity March, 2014 through September, 2014



Building Code Services includes, but is not limited to, handling construction/structural related permits such as new construction and renovation (residential and non-residential), electrical, mechanical, HVAC, pool, deck, sheds, sign, unfit buildings, etc.

Code enforcement activities January, 2014 through September, 2014

	Jan. 2014	Feb. 2014	Mar 2014	Apr. 2014	May 2014	June 2014	July 2014	Aug. 2014	Sept. 2014
Inspections (Total)	226	327	277	370	520	779	1054	1124	1096
Courtesy Warnings Issued (Notice of violation)	17	106	20	48	85	78	106	117	72
Letters of violation	20	4	5	31	44	49	49	52	25
Citations Issued - Residential Property Violations	1	4	8	6	4	5	6	8	3
Citations Issued - Commercial Property Violations	144	0	0	2	4	1	4	6	4
Signs picked up on city right of ways	128	152	115	285	285	248	138	391	89

The types of codes enforced include, but are not limited to: public nuisance, related to health and safety, operating without an occupational tax certificate; tree removal without a permit, and other violations of the City Code, Zoning Ordinance, and International Property Maintenance Code.

Public Works activities March, 2014 through September, 2014

Completed Work Orders

2014	Mar	Apr	May	June	July	Aug	Sep	TOTAL
Street Maintenance								
Sidewalk Repairs	1	3	0	0	6	2	2	16
Curb Replacement	2	1	0	4	3	2	1	13
Pothole Work Orders	1	6	11	12	3	2	6	68
Patching Work Orders	10	4	8	2	6	8	15	60
Signs	16	5	8	14	11	4	1	72
Traffic Signals								
Signal Repairs	6	10	2	5	3	14	3	50
ROW Maintenance								
Trees in Road	1	10	3	2	1	6	1	28
ROW Maintenance	2	2	8	3	16	15	16	68
Stormwater								
Storm Drains Cleaned	4	7	2	1	0	0	5	24
Storm Drain Repairs	8	6	5	10	10	6	1	50
Total work orders	51	54	47	53	59	59	51	449

Service Requests

2014	Mar	Apr	May	June	July	Aug	Sep	TOTAL
Sidewalk Problem	1	5	1	3	0	1	0	13
Curb & Gutter Problem	1	1	1	1	0	0	0	4
Pavement Problem	27	18	18	15	6	2	4	122
Sign Problem	2	1	1	0	0	0	0	14
Signal Problem	1	0	0	0	0	1	0	8
Speed Device Problem	0	1	0	0	0	0	0	1
Tree Problem	2	4	2	2	0	1	0	15
ROW Problem	9	0	3	1	1	3	0	23
Storm Water Problem	6	10	1	5	2	2	4	39
Total Service Requests	49	40	27	27	9	10	8	239

ROW Encroachment Permits

Utility Permits Issued year to date: 209

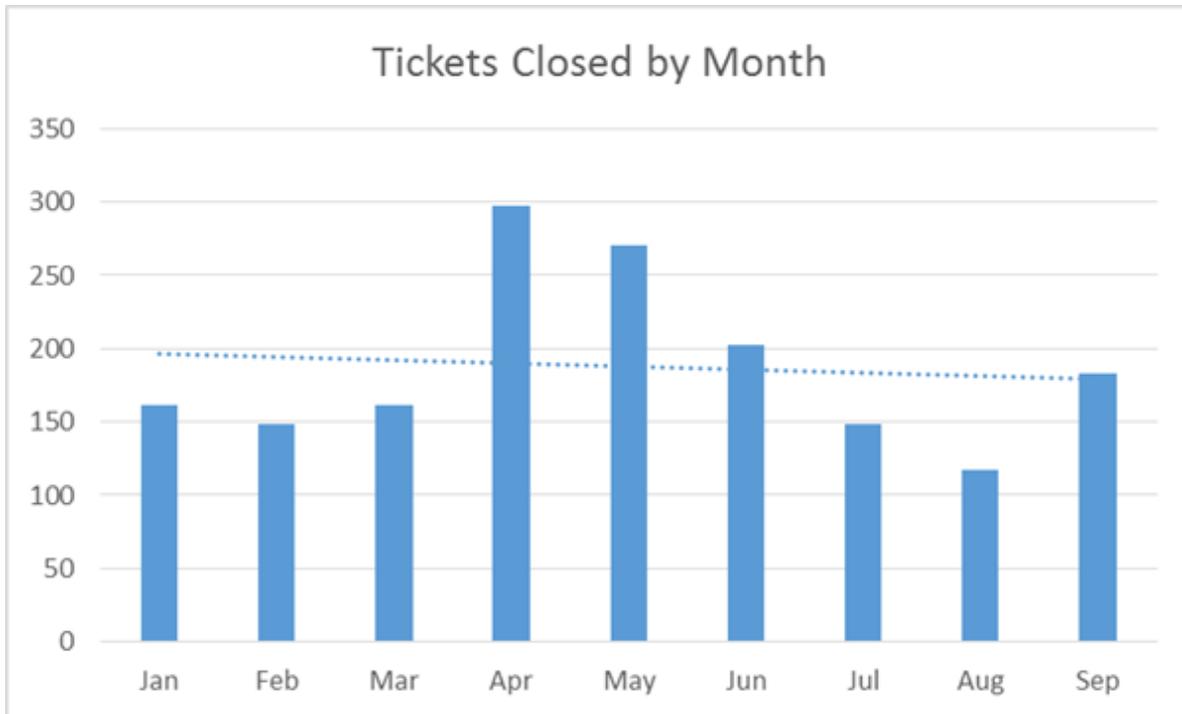
Utility Permits issued this month: 36

2014 STORMWATER PROJECTS

Repair/Replacement Projects	Jet/Cleaning/TV
Briarwood Road @ Briarwood Way	3330 Ashford Park Court
Windsor Phase II - Mabry to City Limits	1316 Dresden Drive
Tobey Drive	1867 Dresden Drive
2866 Ashford Road	3317 Alden Place
3330 Ashford Park Court	
Buckhead Preserve/Buckhead Valley	Special / Emergency Projects
Stratfield Dr at Ashford Dunwoody	Murphy Candler Wall Repair
3803 Watkins Place	Mill Creek Bridge Repair
1554 Trentwood Place NE	Johnson Ferry Bridge Debris Clearing
4079 Navajo Trail	Mill Creek Bridge Debris Clearing
	Murphy Candler Lake Shore Restoration
Lining Projects	Street Sweeping (two times)
3956 Harts Mill Lane	
4077 Shawnee Lane NE	Engineering/Surveying
	Buckhead Valley/Preserve
Detention Pond Cleaning/Repairs	Brookhaven Manor Hydrology Study
3985 Harts Mill Lane	Georgian Drive-Bragg-Duke
1115 Club Trace	Rustic Ridge Surveying
1052 Shady Valley	Nancy Creek Watershed Study
	2778 Skyland Dr. NE
Jet/Cleaning/TV	Standard Drive
Dresden @ Fernwood	
4079 Navajo Trail	
4123 Navajo Trail	
4295 Ashwoody Trail NE	
1258 Sunderland Court	
3616 Duberry Court	
23-27 Brookhaven Drive	
Redding @ Caldwell	
1420 West Nancy Creek	
4352 Ashwoody Trail	
1239 Chaucer Lane NE	

1404 Sylvan Circle	
2431 Coosawattee Drive	

Information Technology activities for January, 2014 through September, 2014



1.2 Project Overview

The City has a strong emphasis on operational improvement initiatives, the delivery of cost effective and quality services, and technological advancement. These components are needed to operate in the City's thriving urban environment, diverse population, and the City's desire to be transparent.

The City is committed to efficient and cost effective service delivery to residents and businesses. The City is requesting proposals for qualified consultant(s) to provide the four consulting services. The City seeks a qualified consultant(s) to work with the City and to promote and maintain a safe and desirable community. The consultant(s) must demonstrate the ability to provide customized solutions that are impartial and professional while remaining in conformance with standards. The consultant(s) must provide the full scope of services including building code services, code enforcement services, public works services and information technology services. The selected consultants should demonstrate an understanding of the importance of coordination with city departments, governmental agencies, and exercise an appropriate level of professional judgment in resolving issues. Also, the consultant(s) must demonstrate a customer service approach that is pro-active and informative.

1.3 Basic Guidelines for This Request for Proposals

Competitive sealed proposals shall be submitted in response hereto. All proposals submitted pursuant to this request shall be made in accordance with the provisions of the City of Brookhaven Purchasing Policy, these instructions, and specifications.

The proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Subsequent to the opening of the sealed proposals, discussions may be conducted by the City of Brookhaven with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of 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 proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. All such discussions shall be conducted by the City of Brookhaven Purchasing Manager named below:

Brad Middlebrook
City of Brookhaven
Purchasing Office
4362 Peachtree Road
Brookhaven, Georgia 30319
purchasing@brookhavenga.gov

Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Brookhaven reserves the right to reject any and all proposals submitted in response to this request.

1.4 Restrictions on Communications with Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City Staff except through the Contracting Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror. All questions concerning this RFP must be submitted in writing to Brad Middlebrook at purchasing@brookhavenga.gov. No questions other than written will be accepted and all questions and responses will be posted to the Purchasing webpage. No response other than an official addendum shall be binding upon the City.

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Brookhaven has established certain requirements with respect to proposals to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to meet any mandatory requirement will be cause for rejection of Offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFP, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

The requested scope of services includes comprehensive Building Code Services, Code Enforcement Services, Public Works Services, and Information Technology Services as described below. One or more consultants may be selected to enter into agreements for any service or a single consultant may be selected to provide the entire scope of work.

2.2.1 Building Code Services

The services include:

Administration

- Serve as the City's Chief Building Official
- Provide a building code team to facilitate building code and inspection services
- Monitor and enforce adopted building codes; including issuing stop work orders, investigating complaints concerning code violations, addressing any proceedings related to the correction of identified building code deficiencies
- As currently exist and as may be amended, enforce the American Disabilities Act (ADA) Standards for Accessible Design and the Georgia Accessibility Code; including issuing stop work orders, investigating complaints concerning violations, addressing any proceedings related to the correction of identified accessibility code deficiencies.
- Enforce adopted codes with regard to unsafe structures, existing building, rental property maintenance and energy code compliance
- Demonstrate experience and applied knowledge in the aspects of plan review and building and

construction inspections

- Interpret codes to provide clarification as needed
- Provide emergency disaster response as it relates to building codes
- Review and recommend local ordinances as they relate to the building codes
- Stay abreast and train team regarding ordinances and amendments
- When directed, attend City Council, Planning Commission, and other meetings. When directed, attend staff level meetings with city staff, public officials, community leaders, developers, contractors and the general public.
- Offer services and knowledge of building department functions to address design, format, and frequency of reports, forms, letters and correspondence
- Participate in the development and implementation of the City's objectives, policies and priorities
- Assists other City departments and divisions with various other tasks relating to various the Building Codes including but not limited to investigations, attending meetings, etc.
- Maintain focus on positive customer relation
- Performs related work as required

Inspections

- Perform inspections of residential and nonresidential buildings to determine that construction activity complies with approved plans and/or applicable codes and ordinances
- Observe safety and security procedures and immediately report potentially unsafe conditions
- Perform all inspections called in before 4:00 pm no later than end of business on the following business day
- Identify and document any areas of non-compliance and suggest alternate means when appropriate
- Notify appropriate city staff when code enforcement violations are observed
- Issue stop-work notices for non-conforming building activities
- Leave a copy of the inspection report and discuss inspection results with appropriate site personnel, resident and/or owner

Plan Review

- Accept and perform plan review electronically, as well as in traditional paper format in response to City's needs
- Assist applicant on submittal requirements in order to ensure the process is not held up for minor issues
- Examine all commercial and residential projects including drawings, specifications, computations, and additional data
- Determine if plans conform to the required strengths, stresses, strains, loads, and stability of adopted building codes, applicable local amendments, and all other pertinent laws and

ordinances

- Perform the following reviews: building code, accessibility, mechanical, electrical, plumbing, use and occupancy classification, general building heights and areas, construction type, means of egress, energy code, and foundation
- Provide timely feedback to City staff in order to keep the plan review process on task and on schedule
- Add additional resources as needed to keep reviews on schedule and provide needed expertise on certain aspects of the reviews
- Return a set of finalized plans and all supporting documentation
- Review all revisions and be available for consultation after review is completed
- Maintain official records of all reviews/plans
- Be available for consultation in the planning, zoning and/or land development process to highlight building code requirements
- Be available for pre-submittal meetings, including all departmental review meetings
- Be available for preliminary reviews of projects with the Fire Marshal and as appropriate with the City Engineer
- Allow the ability to check the status of an inspection electronically by the applicant if City offers platform

Enforcement

- Enforce compliance with all building codes including, but not limited to, building, electrical, plumbing, use and occupancy classification, general building heights and areas, construction type, accessibility, energy code, and foundation
- Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means

Records and Recording

- Maintain proper legal record and files concerning construction and building code administration as requested by City.
- Keep daily logs of building permit and inspection activities and submit an itemized monthly report of all service activities to the Community Development Director. This should be in electronic format in Word or Excel format, not PDF.
- Provide additional reports upon request.
- Reports to other agencies shall also be submitted as required by law.

2.2.2 Code Enforcement Services

The consultant must provide a positive approach to code enforcement and issue citations as a last resort. The consultant must have the ability to work within an urban, densely developed, and diverse environment. The goal is to interact on a consistent level with emotional intelligence. The consultant will work to promote and maintain a safe and desirable community consistent with

ordinance and code requirements.

The code enforcement program shall include a Code Enforcement Supervisor with a team, assigned by Council District, to provide the following services:

- Actively patrol within the corporate boundaries of the City according to the patrol plan approved by the Director of Community Development, and which Consultant shall periodically update as required by the Director of Community Development
- Actively enforce City codes, particularly the Zoning Ordinance and the Sign Ordinance, but not limited to those as all Codes are pertinent.
- Act as an educator of ordinances and regulations as adopted or amended, so that citizens and businesses understand the new requirements.
- Attend and provide presentations to Mayor and Council, Planning Commission, and at other meetings as directed by the Community Development Director
- Prepare and maintain all reports, citations and other documents for action
- Prepare and maintain all materials for any Court Action to the Municipal Court in a form required by the Court Administrator, Solicitor, City Ordinance or State Statute, for appropriate action
- Meet with the City Solicitor and prepare for all court cases and attend court sessions
- Patrol assigned area to identify violations of City Ordinances.
- Respond to and investigate code violation complaints
- Contact, inform, and warn residents of identified violations and compliance deadlines.
- Issue Notice of Violations and follow-up letters on violations of select City Ordinances.
- Issue Citations, as appropriate on violations of City Ordinances.
- Follows-up on identified violations to ensure compliance.
- Assist other City departments with investigations relating to various City policies and ordinances.
- Provide guidance to alleged violator residents in obtaining compliance with various ordinances and laws
- Perform related work as required.
- Remain abreast and educated on changing laws.
- When directed, attend City Council, Planning Commission, and other meetings.
- When directed, attend staff level meetings with city staff, public officials, community leaders, developers, contractors and the general public.
- Records and Recording
 - Maintain proper legal record and files concerning code enforcement at the Community Development Department or at such other locations as approved by the Community Development Director.
 - Keep daily logs of enforcement activities and submit an itemized monthly report of all activities to the Community Development Director and quarterly written report

- presentations for the City Administrator. Said reports may be provided upon request.
- Reports should be in electronic format where appropriate
 - Reports to other agencies shall also be submitted as required by law.

2.2.3 Public Works Services

In connection with all work elements within Public Works, the contractor shall:

- Provide all services deemed necessary and essential by a municipal government for the operation of a Public Works Department.
- Provide services under the direction of the City Manager or designee.
- Provide a Public Works Director, approved by the City, with full responsibility to manage all Public Works Department staff necessary and proper to perform the services, duties and responsibilities set forth and contemplated by all work elements within Public Works.
- Provide ongoing engineering, design and maintenance oversight for the operation for all systems, as needed to meet the needs of the City.
- Provide supervision of contractors providing Field Services to ensure that all contractual requirements are effectively and efficiently performed.

Traffic Services

The Contractor shall provide the following services:

- Review and update the inventory of the City's existing road conditions and review the re-paving plan, the long-term schedule, and the associated annual costs.
- Review and revise the existing striping plan and the associated schedule and projected yearly costs.
- Monitor the existing traffic signal system and create an annual schedule for all required updates.
- Maintain communications with the Perimeter Community Improvement Districts (PICD) in accordance with their Memorandum of Understanding.
- Work with the community and the PCID to set public space standards for all Brookhaven commercial areas.
- Continuously explore methods of improving traffic flow in a non-grid environment.
- Continuously explore the use of under/over passes (grade separation) at key bottleneck points.
- Review and, if applicable, revise plans to provide appropriate infrastructure to increase and enhance the traffic flow of pedestrians and cyclists.
- Review and update the inventory of neighborhoods that need traffic calming projects and streamlining of the current traffic calming requirements and process.
- Utilize the latest GIS equipment and technology to review and update road maps and pavement condition data.
- Analyze, evaluate, and synthesize all the above transportation elements in conjunction with the

Comprehensive Transportation Plan as appropriate.

- Identify and perform other traffic and transportation engineering responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- Assign all work orders issued under Traffic Services a priority for response and staffing.
- Process work orders as follows:
 - 1) Priority 1: Assess problem within two (2) hours and complete work order, typically within twenty-four (24) hours.
 - 2) Priority 2: Complete work order within a maximum of seventy-two (72) hours.
 - 3) Priority 3: Complete work order within a maximum of ten (10) days.
 - 4) Priority 4: Work order is assigned for longer term maintenance.

Traffic Engineering

The Contractor shall provide the following services:

- Conduct operational activities, maintenance, engineering, and planning services necessary to maintain an effective traffic system, including conducting necessary studies and implementing traffic control improvements.
- Provide oversight for traffic improvements including, but not limited to, street striping, signage and repair of signals.
- Oversee and manage the design services phase for capital improvement plan projects.
- Oversee and manage consultants hired by the City to conduct master planning activities.
- Coordinate with the Georgia Department of Transportation (GDOT) and local governments regarding intergovernmental agreements, planning and grants.

Traffic Studies

The Contractor shall provide the following services:

- Identify and recommend to the City Manager those routes throughout the City for which a traffic study would be beneficial.
- Maintain a street system plan including, but not limited to, the coordination, review and management of contracts for streets, sidewalks and other related projects.
- Manage traffic studies as they impact capital improvement plan projects.
- Conduct or manage the administration of traffic studies for specific streets or neighborhoods according to City Council policies.
- Where feasible, perform routine traffic and transportation studies. Selected studies may be conducted by outside firms.
- Participate in the City's traffic planning processes and evaluate potential impacts to transportation infrastructure.
- Make recommendations to mitigate the impact of development in accordance with industry best practices.

Traffic Signal Maintenance

The Contractor shall provide oversight and management of city-contracted services for the following in accordance with the most recent version of the Manual on Uniform Traffic Control Devices:

- Adjust and/or align signal heads for proper pedestrian and vehicular traffic.
- Inspect the signal controller and make adjustments as required.
- Inspect signal timing and make adjustments as required.
- Replace bulbs, loops, controllers, signal head, audible signals, crosswalk signals and batter backups which require replacement due to routine wear and tear.
- Inspect and test signal maintenance communication infrastructure with other City departments and the Traffic Management Center.
- Inspect and repair detection systems.
- Oversee and manage the inspection and cleaning of traffic signal cabinets and equipment at least once per year.
- Conduct activities necessary to maintain all City-owned signal devices, street lights and pedestrian lights.
- Identify and perform other traffic signals, street signs, and streetlights responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

Striping

The Contractor shall provide the following services:

- Oversee and manage City-contracted services for the City's striping system.
- Provide recommendations to the City Manager for materials and processes to be used for striping.

Sign Maintenance

The Contractor shall provide the following services:

- Manage and oversee a program for sign maintenance and replacement to update signage on surface streets on surface streets throughout the City to meet standards for reflectivity.
- Inspect for and remove graffiti from signs and signal cabinets on surface streets throughout the City.

Transportation Planning

Strategic Planning

The Contractor shall provide the following services:

- Coordinate and develop transportation components of the City's required plans including, but not limited to, the Comprehensive Plan and capital improvement plans.
- Participate in local, regional and state level transportation planning processes including, but not limited to, active coordination with entities such as the Atlanta Regional Commission and Georgia Department of Transportation.
- Develop for presentation to the City Manager transportation plans for the City as required by local, state and federal laws.

Operational Planning

The Contractor shall provide the following services:

- Develop plans for meeting the City's transportation needs, utilizing traffic studies and other data sources.
- Analyze traffic studies and other data sources to determine trends in transportation and identify future transportation needs.
- Provide recommendations pertaining to the capacity and safety needs of the City's transportation system.

Right-of-Way

The Contractor shall provide the following services:

- Coordinate and provide services for the acquisition of required right-of-way and other property.
- Operate and oversee aspects of the City's right-of-way permitting process and see that right-of-way permits are issued for curb-cuts, utility use and location, and private use of City-owned right-of-way.
- Assess and collect fees for utility cuts permits and inspections and remit to the City's Finance Department.
- Operate and oversee aspects of contract administration for the daily maintenance of public right-of-way and property, including landscaping and irrigation systems, in order to provide safe and comfortable common grounds for the residents of the City.
- Schedule and inspect contracted work and review and approve payment requests.
- Coordinate the acquisition of additional right-of-way required for City-approved improvement projects.

Relationship Coordination

The Contractor shall develop an effective method for coordinating the City's transportation needs with all other entities including, but not limited to, other jurisdictions and funding entities.

Mapping Support

The Contractor shall provide the following services:

- Provide subject matter mapping and Geographic Information System (GIS) expertise regarding roadways and right-of-way in the City.
- Coordinate the use of GIS information with City personnel and/or other contractors.
- Provide GIS related information and/or data in response to requests and needs of City personnel.

Plan Review

The Contractor shall provide the following services:

- Develop and review plans that impact transportation projects in the City.
- Provide recommendations on plans for development that impact transportation projects in the City.
- Coordinate all plan review and comments with the Community Development Department.
- Coordinate with other jurisdictions on plans that impact transportation projects in the City.

Stormwater Management

Construction and Project Management

The Contractor shall provide the following services:

- Provide project management and construction management services for the City's capital projects relevant to Stormwater Management. This means to coordinate and make recommendations to the city on an annual basis regarding future capital program requirements, including the scheduling of capital program projects.
- Communicate the future capital needs of the City to the designated City representative.
- With regard to all projects, comply with all reporting requirements of local, state and federal laws.

- Review, update and implement all necessary policies, protocols, rules and regulations necessary to meet or exceed the City’s stormwater requirements under applicable, federal, state, and local laws, including, but not limited to, federal clean water requirements.
- Integrate activities when applicable with Community Development (Planning and Zoning) and other departments as necessary.
- Formulate recommendations and provide resources to administer and implement the City’s approved capital program financing, as directed by the City Manager or designee.
- Subject to applicable standards of care, develop and recommend to the City and, upon approval, implement the necessary policies, protocols, rules and regulations to meet or exceed the City’s stormwater requirements under applicable federal, state and local laws including, but not limited to, federal clean water requirements.
- Provide ongoing engineering, design and maintenance for the operation of the City’s stormwater system, as needed to meet the needs of the City.
- Integrate activities as necessary with Community Development and other City departments by establishing and conducting planning sessions that incorporate integrated client service goals with City department heads and subordinate staff.
- Collaborate with Community Development to conduct required inspections of stormwater infrastructure components related to the issuance of building and development permits.
- Create, maintain, store and retrieve available documents that are necessary for the effective implementation and operation of the City’s stormwater requirements under applicable, local, state and federal laws.
- Determine the documentation necessary for transfer, as well as coordinate and implement the physical retrieval, reproduction, and storage of transferred records.

City-Owned Infrastructure Management

The Contractor shall provide the following services:

- Manage, oversee and provide maintenance and construction oversight for City-owned stormwater infrastructure in compliance with all local, state and federal laws.
- Make recommendations to the City Manager, or designee, and City Council regarding improvements needed for the City-owned stormwater system.
- Manage and maintain the markings for all storm drains. Volunteers may be used for a portion of this duty.

Field Services

Conduct all activities necessary to maintain a first class roadway and bridge infrastructure system in accordance with American National Standards Institute (ANSI) and American

Society for Testing and Materials (ASTM) standards, including, but not limited to, overseeing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning and repairs necessitated by storm events.

Pavement Management

The Contractor shall provide the following services:

- Inspect and oversee maintenance of the City's roadways (approximately 150 miles) and sidewalks (approximately 150 miles).
- Provide recommendations to the City Manager regarding City roadways, sidewalks or other City-owned paved areas which are in need of maintenance or repair.
- Oversee utility cuts and repairs within the roadway.
- Prepare and oversee a preventative and corrective pavement maintenance system.
- Develop and maintain a current capital program list and make recommendations to the City Manager.
- Monitor and perform reviews of conditions on the City's roadways and sidewalks on a monthly basis and oversee studies and evaluations, as directed.
- Oversee unanticipated and emergency road repairs such as washouts, sinkholes and damage caused by vehicle accidents.
- Provide all maintenance work in compliance with current GDOT specifications.

Utility Coordination

The Contractor shall perform the following services:

- Coordinate with utility companies impacted by City capital project improvements.
- Review, and provide recommendations to the City's Finance Department on the payment of the City's electric utility bills for right-of-way.
- Coordinate and identify resolution or mitigation of utility conflicts.
- Determine financial responsibility for utility relocation costs in coordination with the City Attorney.
- Provide liaison among the GDOT, utility owners, and other involved parties.
- Notify and furnish preliminary project data to utility owners impacted by City projects.
- Negotiate and secure utility relocation agreements, owner commitments, or sign-offs in conjunction with the City Attorney.
- Implement and comply with established GDOT project utility coordination procedures.
- Facilitate the incorporation of existing and proposed utility facility information into project plans.

- Prepare project contract documents describing utility activities and utility/contractor coordination requirements.
- Prepare project utility clearance documents certifying that all utility work has been completed, or that all necessary arrangements have been made for the work to be properly coordinated with highway construction projects.

Right-of-Way Maintenance

The Contractor shall oversee maintenance of the existing right-of-way within the City including, but not limited to, the following services:

- Manage all subcontractors performing maintenance and construction in City right-of-way.
- Ensure the removal of all materials and structures found to be improperly located in the City's right-of-way.
- Mark and maintain detours when required by circumstances.
- Maintain and clear the City's right-of-way, performing landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems consistent with the standards of the Department.

Bridge Maintenance

The Contractor shall provide the following services:

- Provide oversight of contractor maintenance of the City's bridge infrastructure system, including minor repairs, pothole repairs, cleaning and minor repairs necessitated by storm events.
- Provide oversight of preventive maintenance program intended to maintain existing conditions or to prevent deterioration of bridge infrastructure system. Examples include, but are not limited to, cleaning, lubrication, spot painting and replacing lighting.
- Perform preliminary inspections of the City's bridge infrastructure system and prepare a monthly schedule of all inspections to be performed and have this schedule available for review upon request.
- Determine any discrepancies in inspections and resolve within twenty-four (24) hours.
- Oversee unanticipated and emergency repairs of the City's bridge infrastructure including, but not limited to, washouts, sinkholes and damage caused by storm events or vehicle accidents.

Emergency Road Services

The Contractor shall be responsible for oversight of emergency road repairs required by the

City.

Capital Improvement Program

The Contractor shall develop and recommend short, mid, and long-range plans for capital improvements involving all City departments and implement plans. The plans shall meet the requirements of all applicable state and federal agencies, including the Georgia Department of Community Affairs, GDOT and Atlanta Regional Commission.

Project Management/Construction Management (PM/CM) Services

The Contractor shall provide the following services:

- Provide project management and construction management services for the City's capital projects. This means to coordinate and make recommendations to the City on an annual basis regarding future capital program requirements, including the scheduling of capital program projects.
- Communicate the future capital needs of the City to the designated City representative.
- With regard to all projects, comply with all reporting requirements of local, state and federal laws.
- Formulate recommendations and provide resources to administer and implement the City's approved capital program financing, as directed by the City Manager or designee.

2.2.4 Information Technology Services

The City seeks a firm that will maintain computerized network system software that is leading industry technology and that will efficiently satisfy the City's computing and telephone needs for all municipal operations.

- Maintain the domain network and ensure that the system handles future growth and technologies.
- Assess configuration, reconfigure if necessary, and maintain a system as required to provide data security for all municipal operations. The system should allow for municipal performance, should mitigate against data loss, and minimize down time.
- Provide for centralized management of network resources and centralized storage for documents.
- Provide nightly backup with offsite storage, provide the ability to restore from a central location while maintaining data security and corruption prevention.

- Install, configure and maintain all existing and future municipal work stations/laptops, and other electronic devices for staff and subcontractors.
- Ensure all off-site municipal operations are connected via telephone and computer network.
- Maintain software and hardware uniformity and interchangeability.
- Maintain network printers.
- Establish replacement program for computers and equipment.

- Provide a project management office (PMO) related to technology initiatives to provide a single point of contact for the City. The report structure may be hybrid with a City IT Director or contracted Director, as deemed appropriate by the City Manager.
- Cooperate with the City to develop, implement and maintain IT strategies to improve efficiencies and maintain state-of-the art IT systems.
- Administer and maintain City-provided electronic mail servers, including archival of e-mails in compliance with State of Georgia records retention requirements.
- Provide services to install, maintain, add and configure (IMAC) all IT hardware (workstations, computers, monitors, servers, storage arrays, printers, multifunction copy machines, facsimile machines, network switching equipment, and all other IT-related primary and peripheral equipment).
- Administer and maintain the City's voice over Internet protocol telephone network(s) and voicemail system.
- Develop, administer and maintain the City's IT Hardware, Software and Wireless device inventory.
- Perform all IT services and provide all IT functions while maintaining data and systems security and preventing corruption through appropriate means. Provide state of the art Security protocols both Hardware and Software to protect against outside penetration of City's system.
- Cooperate and integrate IT systems with all City departments.
- Provide the staffing required to perform the function of the Brookhaven Help Desk. Help Desk hours are 7 days per week, 24 hours per day. Provide 24/7 troubleshooting for all Citywide IT systems.
- Provide all services in connection with the technical aspects of the City's website including, but not limited to, maintenance, functional enhancement, and redesign and reengineering when necessary. The style, layout, and content will be created under the direction of the City of Brookhaven Communications Department.
- Develop, integrate, and maintain eGovernment services through the City's website and other available platforms. Such services shall include, but not be limited to, payments for fees and fines, permit application submission, business licensing, reporting of problems, and information queries.
- Cooperate with and provide complete access to City-provided IT systems at the request of City-approved IT auditors.
- Maintain and provide inventory of all hardware, software, licenses, passwords and ensure that the inventory is available to the City Manager, or designee, at all times.
- Monitor the City's IT systems for security breaches and immediately report any such breaches to the City Manager, or designee, for appropriate action.

- Manage and maintain all licensing requirements for the City's IT systems in compliance with applicable City, state and federal laws.
- Provide the expertise for planning, installation, configuration, and maintenance of all City IT systems to ensure that systems are interoperable and continuity is maintained during turnover of City personnel and contractors. Contractor shall develop/update an IT Strategic Plan annually during the budget presentation process (currently mid-year).
- Develop, deploy and maintain software and hardware interoperability among users and systems. The local area network shall be TCP/IP based and IPV6 compatible. The computer network shall be based upon Microsoft Windows servers including Exchange and SQL. Computers may be Microsoft Windows or Mac OSX based and shall have the appropriate Microsoft Office professional Suite.
- Maintain an appropriate replacement program for all computers and equipment.
- Develop and implement disaster recovery and IT business continuity plans and ensure that compliance is periodically validated.
- In partnership with Finance and Administrative Services, develop request for proposals when directed by the City Manager.
- Provide a best-in-class solution to archive and retrieve all emails to comply with open records requests. Provide for the centralized, electronic storage of the City's documents. Provide virtual private network connectivity for remote users.
- Maintain all communications systems including VOIP, VOIP Fax, and wireless systems. Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.
- Administer network services including, but not limited to, Directory Services, Dynamic Host Configuration Protocol (DHCP), Domain Name System (DNS), Remote Procedure Call (RPC), Internet Information Services (IIS), and Print.
- Provide Geographic Information System (GIS) Services, including:
 - a) Manage, develop, implement, maintain and improve the GIS strategic plan.
 - b) Maintain, develop, implement, maintain and improve GIS standards, policies and procedures.
 - c) Manage and maintain City-provided GIS software licenses.
 - d) Provide GIS training to City staff as necessary.
 - e) Design and model geo-databases for storing structured GIS content (support and manage existing GIS content and design and develop geo-database models).
 - f) Maintain all existing and future GIS data layers.
 - g) Develop data layers and maps requested by the City or its contractors to meet business needs.
 - h) Provide support services for City-provided GIS software systems.
 - i) Maintain, store, and retrieve available documents and records from the City's GIS database.
 - j) Coordinate with and transfer data to and from necessary external entities including, but not limited to, DeKalb County and the Chattahoochee River 9-1-1 Authority.
 - k) Maintain and update GIS databases on not less than a monthly basis.

- l) Provide GIS related information and/or data in response to requests and needs of City departments and personnel.
 - i. Permitting: Monitor all public and private building activity, issue a variety of permit types (building, land disturbance, grading, mechanical, electrical, and encroachments, etc.), link to related records, account for all appropriate fees, and validate contractors.
 - ii. Inspection Tracking and Scheduling: Track both routine and periodic inspections of buildings, site development and property, and manage all site and building inspection scheduling activities.
 - iii. Plan Application Tracking: Provide on-line and reporting capabilities for all plan check and review activities from permit issuance to project.
 - iv. Planning and Zoning Application Tracking: Track Planning and Zoning applications from the initial application submittal through various public hearing processes. Re-zonings, Annexations, Special Use Permits, Variances, and Architectural Review Board.
 - v. Reporting: Generation of ad-hoc reports using any combination of all data elements maintained by land use and permitting systems.
 - vi. Code Enforcement: Allows for the monitoring of codes and management of violations associated with all building projects.
 - vii. Development Review and Tracking: Necessary software tools and integrated databases for central coordination and tracking of the general development review processes.
 - viii. Public Online Application Submittal, Complaint and Inquiry Capabilities: The software will have the capability of integrate with existing website and allow public online submittal of complaints, access of information, online permit applications, and plan submittal.
 - ix. Mobility/In-Field Usage: View, schedule and modify inspections and record notes while in the field. Have the ability to quickly access all contact details for the owner, applicant, contractor or complainant. Retrieve data by searching any parameter, including permit#, contractor, address, etc.
 - x. Capability to integrate to the following systems:
 1. Geographic Information System
 2. Document Imaging System
 3. County Assessor Data
 4. Finance Management Software
 5. Complete documentation for support staff, users, and administrators.
- m) Provide the public with access to City GIS files through the City website, including providing citizens and non-GIS staff with the ability to view, manipulate, and download the City GIS maps, data, and layers over the Internet.
- n) Coordinate activities with the GIS subunit within various City departments.
- o) Cooperate with and provide complete access to City-provide IT systems at the request

of IT auditors.

2.3 Required Qualifications

The following are the required qualifications:

2.3.1 Experience

The selected firm(s) must have demonstrated at least five years of relevant experience in providing the services described in the scope of services. A description must be provided regarding the nature of services provided to the client cities or agencies. A comprehensive list of references of cities served must be provided. Cite examples of qualifying project with dates, contact persons, and scope of service(s) performed. The submittal shall clearly state the number and type of programs or services performed. If any previous work was audited and found to be in non-compliance with a funding source, this must be cited.

2.3.2 Staff Qualifications

Consultant staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described under the scope of services. All personnel assigned to the work must possess appropriate certifications or registrations as required by state agencies. Current City of Brookhaven contracted employees performing duties in the requested scope of services may be given all due consideration of placement with the consultant(s).

2.3.3 Knowledge and Skill

Knowledge and skills of staff should include, but not be limited to, the following:

- Extensive knowledge of Federal, State, City and County codes and ordinances, and innovation technology programs.
- Ability to read and interpret complex codes, ordinances, and permit documentation.
- Ability to meet and deal with the public in a tactful and courteous, yet firm manner; establish and maintain effective working relationships with staff, co-workers, officials, and the public.
- Ability to communicate effectively, clearly, and concisely both orally and in writing. Ability to track and follow through from discovery of violations to compliance with approved standards.

2.3.4 Organization and Staffing

Proposing firms shall provide a description of the project manager, key staff and their proposed relations with City operations. Specifically show how the proposed organization with staffing will provide the City with the quantity and quality of service necessary to meet the City's needs. Describe the key

personnel's ability to report to City Hall during normal work hours (8am to 5pm) and the ability for customers to meet when necessary in order to provide customer of Brookhaven with a positive customer service experience. Also, outline the ability and process for responding to emergency calls regarding building-related issues such as, weather related events, building collapse, etc. Also, describe the ability and process to provide flexibility in staffing related to code enforcement, such as working on weekends. Provide resumes for project manager and job description of key staff to clearly demonstrate that they possess the adequate skill level and experience to accomplish the required tasks. Provide an organizational chart indicating the staff hierarchy and responsibilities as it would pertain to the scope of services in this document.

Proposing firm shall acknowledge that there shall be no change in Consultant's project manager or members of the project team without approval of the Director of Community Development after consultation with the City Manager and shall further acknowledge the right of the Director of Community Development to request and receive a change to the project manager or any member of the project team should the need arise. Any substitutes shall be persons of comparable or superior expertise and experience. Consultant(s) shall not sub contract with any third party for the performance of any portion of the services without written consent of the City.

In the event of unacceptable performance or behavior by any project team member, the City reserves the right to have the offending member immediately removed from the City contract/project and replaced by a person of comparable or superior expertise and experience.

The project manager will hold meetings with the Community Development Director upon request and quarterly meetings with the City Manager or as needed.

Current City of Brookhaven contractors performing duties in the requested scope of services will be given all due consideration of placement with the consultant(s).

2.3.5 Equipment, Supplies, and Vehicles

The Consultant(s) is responsible to provide equipment and resources, including vehicles, computer related equipment, cell phones, uniforms approved by the City, etc. All vehicles will be clearly marked with City of Brookhaven logo as provided by the City. No other logos except those of the City shall be displayed.

The City will provide an office, cubicles, meeting space and basic office supplies related to the scope of services provided.

All expenses associated with vehicles and monthly cell phone usage shall be the Consultant(s) responsibility.

2.3.6 Customer Satisfaction and Citizen Interaction

Provide a description of your approach to dispute resolution and alternative solutions.

2.3.7 Independence of Services

All contracted services shall be free from political interference in the conduct of said duties. Consultant(s) shall report directly to and be supervised by the Director of Community Development or as otherwise assigned. Complaints, comments or recommendations regarding the manner in which the Consultant(s) carries out duties shall be addressed to the designated supervisor. Unresolved issues and/or complaints may be referred to the City Manager by the designated supervisor.

2.4 Notice to Proceed and Transition

The transition period shall be no more than 15 days unless approved by the City Manager. The Consultant(s) will begin the transition within five working days of receipt of a signed copy of the contract and a letter or other written indication from the City of "Notice to Proceed". The consultant shall provide a comprehensive transition plan detailing how the transition will occur for the initial 15 day transition period. The transition plan will be used to communicate and provide transparency during the transition. It is anticipated that the transition period will begin December 15, 2014.

The transition plan will include how all duties will be performed connected to open items prior the execution of the contract.

2.5 Turn Around/Performance Measures

Turnaround and performance measurement are essential for defining goals, setting objectives, and measuring success of the consultant(s). Proposing firms are to outline specific performance measures. Firms are not limited to this list; other performance measures may be added. Please complete and submit the proposed measurements in the chart below:

Area	Performance Measurement	Goal & Description of How to Achieve Each Measurement

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

3.2 Required Organization of Proposals

The content of the Technical Proposal must be organized as follows: Address each paragraph by inserting requested information following each RFP paragraph. If no information is requested, acknowledge paragraph by stating “read and understood”, “read and will comply” or other appropriate acknowledgement. This can be accomplished by printing out the Table of Contents and inserting the verbiage after each paragraph. Where information is requested, provide succinct, well written response, complete and thorough answers, as required. Number response aligned to paragraph that response addresses. If you cross reference or reference supplemental material, insure you number response in supplemental materials showing exactly what paragraph in RFP the supplemental material is addressing. Your Cost Proposal is Appendix A. No further Cost data is required or desired. Be careful not to qualify your Cost Proposal. Your proposal will be rejected if the two cost proposals are not included.

3.3 Submission of Proposals

Proposals must be submitted in two parts: a Technical Proposal and Cost Proposal. The proposal packages should be sealed in separate envelopes and identified as follows:

- Technical Proposal/Cost Proposal:**
(A) Building Code Services [RFP 14-07]
(B) Code Enforcement Services [RFP 14-08]
(C) Public Works Services [RFP 14-09]
(D) Information Technology Services [RFP 14-10]

Proposal Opening Date and Shortlist: Wednesday, November 5, 2014 by 5:00 pm

3.3.1 Technical Proposal

The Technical Proposal must include detailed information relative to how you propose to accomplish the tasks described in the Description of Work (Section 2.0) contained in this document. The Technical Proposal **MUST** not include any cost figures. **An original and four (4) copies** of

the Technical Proposal are required. The Proposal Letter, included as page two of this package, must be included in this part and must be signed by a person authorized to legally bind the company. **FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER WILL RESULT IN THE REJECTION OF YOUR RESPONSE.**

3.3.2 Cost Proposal (Appendix A)

The Cost Proposal, Appendix A, must be packaged separately and include information as requested herein relative to the costs proposed to accomplish the proposed project. Just the original Cost Proposal is required. Use the Cost Proposal at Appendix A. Supplemental Cost Data is neither required nor desired.

3.4 Evaluation Criteria and Process

3.4.1 Review of Proposals

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 a separately packaged cost proposal and technical proposal, that only technical information is included in the technical proposal and only cost information is included in the cost proposal, and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection of a proposal. All technical proposals that meet the administrative requirements will then be turned over to the Evaluation Committee for further evaluation.

3.4.2 Evaluation Committee

The Evaluation Committee will review all proposals received and determine a ranking. Additionally, the Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations/demonstrations with one or more selected Offerors.

3.4.3 Technical Evaluation

In this phase the Committee will evaluate the quality and completeness of each technical proposal as it addresses each requirement of the RFP. Technical proposals will be evaluated and ranked based on the following evaluation criteria:

Proposed Organization and Staffing for the Project including Staff's Qualifications: (35%)

Firm's Experience with Similar Projects: (35%)

Proposed Approach to Performing: (30%)

The top three (3) firms will be shortlisted for interviews, if deemed necessary.

3.4.4 Cost Evaluation

Cost proposals must be presented as called for in Appendix A, Cost Proposal. Cost is a significant factor, but not the dominant factor.

4.0 TERMS AND CONDITIONS

4.1 Vendor Registration

Vendors responding to this RFP need to become a registered Vendor in order to sell products or services to the City of Brookhaven. Please access the Vendor Application on the Purchasing website page and submit per instructions.

4.2 RFP Addenda

The City of Brookhaven reserves the right to addend the RFP prior to the date of proposal submission. Addenda will be posted to the City of Brookhaven's website, as well as the State DOAS website. It is recommended that applicant vendors register for the City of Brookhaven bid and addenda notifications listserv located on the Purchasing Department website page.

4.3 Proposal Withdrawal

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

4.4 Contract

Prior to award, the apparent winning Offeror will be required to enter into 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 five (5) calendar days of notification, if not, this could lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

4.5 Payment for Services

The city will make payments to the successful Offeror on a monthly basis. Monthly invoices are required. The City of Brookhaven's payment terms are Net30.

4.6 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the City of Brookhaven that would prevent objectivity, the Offeror must disclose such relationship(s).

4.7 Confidentiality Requirements

The staff members who are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in proposals.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).

4.9 Financial Information

The City is concerned about proposers' financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary and bidders 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.

APPENDIX A
COST PROPOSAL

(Please submit a Lump Sum Proposal and a Time and Materials Proposal)

1. Lump Sum

Total Annual Lump Sum Contract Cost: \$ _____(Numbers)

_____ **(Words)**

NOTE: Total Contract Cost is for ALL Requirements including General and Administrative Costs, Profits, Travel, per diem, and **ALL** costs associated with this contract.

2. Time and Materials

Total Annual Time and Materials Contract Cost: \$ _____(Numbers)

_____ **(Words)**

NOTE: Total Contract Cost is for ALL Requirements including General and Administrative Costs, Profits, Travel, per diem, and **ALL** costs associated with this contract.

**APPENDIX B
PROPOSAL PRICE CERTIFICATION**

In compliance with the attached specification, the undersigned offers and agrees that if this proposal is accepted by the City Council within one hundred and twenty (120) days of the date of proposal opening, that he will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____



City of Brookhaven

APPENDIX C CONTRACT AGREEMENT

- (A) Building Code Services [RFP 14-07]
- (B) Code Enforcement Services [RFP 14-08]
- (C) Public Works Services [RFP 14-09]
- (D) Information Technology Services [RFP 14-10]

This Agreement made and entered into on the date of last signature in the year 2014; by and between The City of Brookhaven, Georgia, having its principle place of business at 4362 Peachtree Road, Brookhaven, Georgia 30319 and _____ (“Consultant”) having its principle place of business _____.

WHEREAS, the City of Brookhaven has caused Request for Proposal Numbers noted herein to be issued soliciting proposals from qualified Firms to furnish all items, labor services, materials and appurtenances called for by them in accordance with this RFP, Selected (“Consultant”) is required to provide the Services as called for in the Scope of Services; and

WHEREAS, the Consultant submitted a proposal in response to RFP(s): _____

WHEREAS, the City of Brookhaven determined that the Consultant was qualified to provide the required services in a manner to be most advantageous to the City;

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree to compensation not to exceed _____ (\$ _____) for services to be provided as follows:

1.0 Scope of Work

The Contractor agrees to provide all described Services and comply with all requirements specified in the RFP, and provide those Services as may additionally be specified in the Contractor’s Proposal in accordance with all general and special terms and conditions of this agreement. Said specifications are hereby made a part of this agreement by reference.

2.0 **Term of Contract**

The term of contract will begin on the date this contract is signed by all required parties and filed in the office of the City of Brookhaven's City Clerk. Anticipated start date is January 1, 2015 and termination date of December 31, 2015, unless renewed.

3.0 **Independent Contractor**

The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Brookhaven. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Brookhaven Representative within ten (10) days after issuance of Notice to Proceed.

Inasmuch as the City of Brookhaven and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Brookhaven without the express knowledge and prior written consent of the City.

4.0 **Indemnification**

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

5.0 **Insurance**

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for comprehensive general liability insurance, which must include personal liability coverage will be \$300,000 per person, \$500,000 per occurrence, and \$1,000,000 aggregate; and, \$100,000 per occurrence and \$1,000,000 aggregate for property damage.

The Contractor shall provide a certified copy of each of the policies, or binders indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain written notice thereof to the official City representative.

6.1 Termination

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Brookhaven shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

The City of Brookhaven may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Brookhaven of each occurrence.

After five (5) days written notice fails to:

- a) Maintain the required insurance, or;
- b) In any other manner to perform the requirements of the RFP.

7.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

8.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Brookhaven's prior written consent.

9.0 **Amendments in Writing**

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

10.0 **Drug-Free and Smoke-Free Work Place**

A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

The Contractor may be suspended, terminated, or debarred if it is determined that:

The Contractor has made false certification herein; or

The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

11.0 **Governing Law**

This Agreement shall be governed in all respects by the laws of the State of Georgia.

12.0 **Policy on Hiring of Non-Resident Aliens**

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

13.0 **Inclusion of Documents**

The Referenced RFP, any addenda thereto, and the Contractor's Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement; form an integral part of this agreement; and, are attached hereto as follows:

ATTACHMENTS: RFP Numbers (A) Building Code Services [RFP 14-07], (B) Code Enforcement Services [RFP14-08], (C) Public Works Services (RFP 14-09) and (D) Information Technology Services [RFP 14-10], Addendum Numbers, if any: Contractor's Proposal identified as

In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor's proposal, the language in the former shall govern.

14.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF BROOKHAVEN:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____