



Request for Proposals

RFP Item #25-300

State Lobbying and Legislative Representation Services

For

Augusta, Georgia – Administrator’s Office

RFP Due: Tuesday, October 22, 2024 @ 11:00 a.m.

Until further notice

All RFP openings, conferences, and evaluation meetings will be conducted by electronic teleconferencing via ZOOM. Instructions are enclosed.

Sec. 1-10-50. Sealed bids selection method:

Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

To Ensure Timely Deliveries, It Is The Responsibility Of The Vendor To Ensure Their Bid Submittal Is Received By The Time Specified Above. All Submittals MUST Be Received During Our Normal Office Hours From 8:30 A.M. To 5:00 P.M., Monday Through Friday. No Deliveries Will Be Accepted Prior To 8:30 A.M. Or After 5:00 P.M., As The Building Is Closed To The Public And Delivery Services Outside Of These Hours.

One Original and Seven (7) Copies of RFP shall be submitted

Thanks for doing business with us . . .

*Gerri A. Sams, Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901*



Table of Contents

Request for Proposal

Instruction to Submit

- Purpose
- Viewing of the Augusta Code
- Compliance with Laws
- Proposal for All or Part
- Minority/Women Business Enterprise (MWBE) Policy
- Augusta Georgia License Requirement
- Terms of Contract

Notice to All Proponents **Required to be returned with your submittal. Both documents must be notarized**

- Attachment B **Must return the 2 pages**
- Systematic Alien Verification for Entitlements (SAVE) Program

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Request for Proposal Specifications

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, October 22, 2024 @ 11:00 a.m. via ZOOM Meeting ID: 825 6446 3701, Passcode: 25300** for furnishing:

RFP Item # 25-300 State Lobbying and Legislative Representation Services for Augusta, GA Administrator's Office

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, October 7, 2024 @ 2:00 p.m. via ZOOM – Meeting ID: 828 3979 2116; Passcode: 25300.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, October 8, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No RFP may be withdrawn for a period of **90** days after RFPs have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle September 12, 19, 26, 2024 and October 3, 2024
Metro Courier September 12, 2024

cc Takiyah A. Douse Interim Administrator
Natascha Dailey Administrator's Office

Revised: 06/20/2024

PROCUREMENT DEPARTMENT

ELECTRONIC ZOOM INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFP Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

[ELECTRONIC RFP INSTRUCTIONS](#)

Join from a PC, Mac, iPad, iPhone, or Android device

Pre-Proposal Conference - RFP Item # 25-300 – State Lobbying and Legislative Representation Services for Augusta, GA - Administrative Office

Monday, October 7, 2024 @ 2:00 p.m.

ZOOM RFP Opening:

1. Click this URL to start or join Zoom: 828 3979 2116
2. Or go to <https://zoom.us/join> and enter meeting ID: 828 3979 2116
3. Passcode: 25300

RFP Opening - RFP Item # 25-300 - State Lobbying and Legislative Representation Services for Augusta, GA - Administrative Office

Tuesday, October 22, 2024 @ 11:00 a.m.

ZOOM RFP Opening:

4. Click this URL to start or join Zoom: 825 6446 3701
5. Or go to <https://zoom.us/join> and enter meeting ID: 825 6446 3701
6. Passcode: 25300

INSTRUCTIONS TO SUBMIT

INSTRUCTIONS TO SUBMIT

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures.**
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 **All protest shall be made in writing to:**
- Attn: Geri A. Sams,**
Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901,
Fax: 706-821-2811 or
Email: procbidandcontract@augustaga.gov
- 1.6 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program Augusta, Georgia does **not** have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code.)*
- Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.*
- A copy of this Order can be reviewed at www.augustaga.gov home page.*
- 1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.
- General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.8 **Terms of Contract:** (Check where applicable)
 (A) Annual Contract
 (B) One time Purchase.
 (C) Other



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract.** Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

WARNING: Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements. Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses requirements prior to submitting a proposal.



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide): _____

And/or Your State/Local Business License # for your Company (Must Provide): _____

Utility Contractors License # (Must Provide if applicable): _____ MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): _____

Additional Specialty License # (Must Provide if applicable): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) _____: (#2) _____: (#3) _____: (#4) _____: (#5) _____: (#6) _____: (#7) _____: (#8) _____:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the **contractor affidavit** as part of the requirement for their bid to be considered.

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

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:
<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00 **Date of Authorization**

**** (E-Verify Number)** _____

Name of Contractor **Name of Project / Bid Number**

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20_____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent **Printed Name and Title of Authorized Officer or Agent**

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

Notary Public **My Commission Expires:** _____ **NOTARY SEAL**

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

[RFP Project Number and Project Name]

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

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States. *

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

Signature of Applicant

Printed Name

*Alien Registration Number for Non-Citizens

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

Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016



**TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia**

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with _____ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor _____ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld.
- **Your company is requested to submit a redacted copy of your submittal.**

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

[Signatory Name in Print]

[Signatory's Title] [Company Name]

[Signatory's Title]

Date: _____

**SUBSCRIBED AND SWORN BEFORE
ME ON THIS _____ DAY OF
_____, 202_.**

My Commission Expires: _____

NOTARY PUBLIC

Return Page Only if Applicable.

**Minority and Women Owned Business Enterprise
Program Ordinance Requirements**

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA, CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. **The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.**

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder will not meet the MBE and WBE goals*).

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154. Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bid number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise
Program
535 Telfair Street, Suite 530
Augusta, Georgia 30901
(706) 821-2406
mwbe@augustaga.gov

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

REV. 9/6/24



TABLE OF CONTENTS

<i>Section</i>	<i>Title</i>
I.	PROJECT AND GENERAL SUBMITTAL INFORMATION SUMMARY
II.	BACKGROUND AND SCOPE OF WORK
	BACKGROUND
	SCOPE OF WORK
	A. DESCRIPTION OF TASKS
	B. RESULTS OR OUTCOME OF TASK
	C. PERFORMANCE AND QUALITY STANDARDS
	D. PROGRESS REPORTING
	E. PLACE OF PERFORMANCE
	F. GOVERNMENT FURNISHED PROPERTY/SERVICES
	G. CONTRACTOR FURNISHED ITEM
	H. ANY APPLICABLE REGULATIONS OR SPECIFICATIONS
III.	OWNERSHIP OF DATA
IV.	RESPONSE CONTENTS
	A. PROCUREMENT DOCUMENTS
	AUGUSTA'S ATTACHMENT "B" FORM
	FEDERAL WORK AUTHORIZATION PROGRAM
	SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM
	B. QUALIFICATIONS & EXPERIENCE OF THE FIRM
	C. ORGANIZATION & APPROACH
	D. PROJECT MANAGEMENT
	E. SCOPE OF SERVICES
	F. FINANCIAL STABILITY
	G. REFERENCES
	H. FEE PROPOSAL
V.	INDEMNIFICATION AND INSURANCE AND PRE-SUBMITTAL CONFERENCE
VI.	CRITERIA FOR EVALUATION
VII.	SELECTION PROCESS
VIII.	CONTRACT ADMINISTRATION
	A. Standard City Contract
	B. Submittal Instructions
	C. Questions
	D. Acknowledgement of Addenda
	E. Proposal Duration
	F. Project Director/Contract Manager
	G. Expenses of Preparing Responses to this RFP
	H. Georgia Open Records Act

- I. Business License
- J. Ethics Rules
- K. Right to Audit

IX AWARD OF CONTRACT

ATTACHMENTS

- Attachment A: Proposal Cover Sheet**
- Attachment B: Augusta’s Attachment “B” and S.A.V.E.**
- Attachment C: Contractor Reference and Release Form**
- Attachment D: Subcontractor Reference and Release Form**
- Attachment E Sample Contract**
- Attachment F: Certificate Of Corporate Resolution**
- Attachment G: Cost Proposal**
- Attachment H: Lobbyist State Registration**

SECTION I

PROJECT AND GENERAL SUBMITTAL INFORMATION SUMMARY

Sealed proposals addressed Augusta, Georgia Consolidated Government (the “City”) to provide state lobbying and legislative representation services for the City will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Tuesday, October 22, 2024 @ 11:00 a.m.** The RFP must be submitted in a sealed package and labeled with firm’s name and the name of the project - **RFP 25-300 State Lobbying and Legislative Representation Services**. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **Opening will be via ZOOM – Meeting ID: 825 6446 3701; Passcode 25300. No proposals will be accepted after that time.**

The Proposer will submit one (1) marked unbound original and seven (7) copies of their RFP and one (1) marked unbound original of its fee proposal. Failure to follow the required format may result in your organization’s proposal being rejected as non-responsive to this process and ARC may exercise that right at its sole discretion. The successful proposal will have at a minimum, the following features:

- **The proposal shall be no more than thirty (30) pages in length**, excluding cover letter, required forms, tabs and appendices. **All proposals shall be 8 ½ x 11 format with all standard test fonts no smaller than 12 points.** The original will use one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be one sided copies and shall be spiral bound or bound with some other secure and permanent form of binding.
- An official authorized to bind the offeror must sign all statements. Any documents received after this time and date will not be considered and will be returned unopened to the firm.
- Firms that wish to join in a consortium must designate one firm as principal or lead firm. Consortiums will be evaluated according to the same requirements as a single firm.
- If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal
- Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror’s capabilities to satisfy the requirements of the RFP. Text is to include information in which the firm shall describe the proposed work program as interpreted from the Scope of Services.
- The firms shall provide a **FEE PROPOSAL that includes all items that are required to provide the services requested.** No additional unapproved expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.
- **Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP 25-300 State Legislative Lobbying Service. All items related to cost will be placed in a separate sealed envelope.**
- **When in the best interest of Augusta, Georgia, Augusta reserves the right to request additional information and to request a “Best and Final” offer.**
- The Augusta reserves the right to reject any and all responses and to waive any informalities as deemed to be in the best interest of Augusta and reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- **Each proposal will be evaluated using the criteria listed in RFP 25-300.**

1.1 RECEIPT AND HANDLING OF PROPOSALS

The Firm assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 10 of the City's Purchasing Ordinance, competitive sealed proposals ***Bid opening***.

Sealed Bids shall be opened publicly via ZOOM as designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record, and each bid, shall be open to public inspection in accordance with Section 1-10-5 (Public Access to Procurement Information).

Public access. Procurement information shall be considered public records to the extent required by the Georgia Open Records Act. A Request for Proposals (RFP) shall not become public record until the final contract is negotiated and awarded. Any financial, trade secrets or commercial data contained in Request for Proposals shall be considered privileged and confidential and shall not be disclosed. **See the Trade Secret Affidavit – Page 10.**

All work under this proposal will be performed at the sole cost and expense of the responder. Successful contractor will provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, room & board, equipment, materials, apparatus, data and other items necessary to accomplish the Project as defined, in accordance with the Scope of Services (herein called services).

The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project. The respondent shall provide, perform and complete all the Services in a proper and workmanlike manner, consistent with the highest standards of professional practice, and in full compliance with all state and municipal regulations, and as required by or pursuant to this Request for Proposal.

The term of the contract for the requested services shall be for a period of three (3) years. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive three hundred sixty-five (365) terms at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days.

The service request shall be on an as-needed basis and no work is guaranteed. All work requests are at the sole discretion of Augusta.

The services to be performed under the contract resulting from this RFP shall commence within ten (10) calendar days after receipt of written Notice to Proceed. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive seven hundred thirty (730) calendar day term at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within.

Augusta reserves the right to make one (1) award or multiple awards.

1.2 PURPOSE

Augusta, Georgia is soliciting competitive sealed proposals (offers) for State Lobbying and Legislative Representation Services. Augusta desires to enter into a professional services contract with a qualified individual or firm who can demonstrate competency and experience in providing State lobbying services for municipal (consolidated) governments. The firms with a proven track record to provide professional consultant services in advocacy/lobbying at the State. The legislative services shall include, but not be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work outlined in this Request for Proposal (RFP). **The services would begin on January 1, 2025.**

1.3 SUBMITTAL OF QUESTIONS

All firms responding are cautioned to read this Request for Proposals (RFP) carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, October 8, 2024 @ 5:00 P.M. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations. Failure to provide all of the requested information may cause the submittal to be rejected as non-responsive.

Geri A. Sams
Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed above.

1.4 PROPOSAL SUBMITTALS

One (1) unbound original and seven (7) copies of the proposal marked **“RFP 25-300, STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES”** shall be submitted in a sealed envelope. These must be submitted to and received no later than **11:00 a.m. (local time), Tuesday, October 22, 2024.**

1.5 AWARD

If Augusta Awards a contract, the contract will be awarded to the most responsive, responsible Firm whose offer is most responsive and responsible to Augusta, based upon the evaluation criteria specified in Evaluation and Award Section (**Section VI and Section VII**), results of the negotiations, and the final offer by the Firm. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide Augusta in making an intelligent award decision based on Augusta’s requirements and the best value proposal (offer) received.

1.6 CONTRACT

The successful Firm shall be required to complete a two-party standard form of contract. A sample contract (**Attachment E**) is attached.

1.7 NOTICE TO FIRMS

Companies not incorporated in the State of Georgia must be in compliance with the State of Georgia Code of Regulations, State Procurement Regulations, in order to enter into a contract with Augusta.

1.8 QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

The successful firm shall register as a lobbyist and present proof of fulfillment of the reporting requirements under O.C.G.A. §21-5-71 (2008).

1.9 EXPENSES ASSOCIATED WITH RESPONSE

Augusta will not be responsible for any expenses incurred by a Firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

1.10 REJECTION OF PROPOSALS

Augusta reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of Augusta.

1.11 DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (706) 821-2406.

1.12 FAILURE TO PROVIDE ALL OF THE REQUESTED INFORMATION

Failure to provide all of the requested information may cause the RFP to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFP must sign. The Proposer's response must include a service proposal and fee proposal as well as all other information requested in this RFP. The fees must be the full cost to Augusta. Augusta, Georgia will consider the degree to which each Proposer has submitted a complete Service and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer. If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interest of the Owner. Negotiations may be undertaken with those firms who Statements of Qualifications shows them to be qualified, responsible, and capable of performing the work. The Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made. The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

Any interested qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. **For a proposal to be considered it must remain valid for at least 90 days from the time that the Owner receives it.** The information contained in this RFP defines and describes the services requested.

The proposal shall be no more than thirty (30) pages in length, excluding cover letter, required forms, tabs and appendices. **All documents will be typewritten on standard 8 ½ x 11 white paper.** Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal. The original shall be one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be spiral bound or bound with some other secure and permanent form of binding.

The Proposer must package and seal its proposals so that they will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection see the **Trade Secret Affidavit** on page 10. All proposals and supporting documents will be submitted in accordance with the *Instructions to Proposers* Section.

It is Augusta's intent to evaluate the proposals based on service merit and price and to choose the Proposer whose proposal provides the highest value to Augusta. Augusta reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in Augusta's opinion, such rejection is in the best interests of Augusta.

The Owner will evaluate all statements received from firms with respect to evidence that the goals and objectives of the project are fully understood. The firm's demonstrated technical capability and other qualifications, as described herein, will also be assessed. The Owner will then make their recommendation to the Augusta Commission for their consideration and final approval.

No RFP may be withdrawn for a period of 90 days after bids have been opened, pending the execution of contract with the successful bidder(s).

NOTE: Augusta reserves the right to accept a proposal, as submitted, and upon Commission approval enter into a contractual agreement with that selected Proposer. Consequently, it is imperative that all Proposers submit the best service and cost offer in the initial submission.

1.13 KEY DATES SUMMARY SHEET

Augusta intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of Augusta as required.

RFP Title:	State Lobbying and Legislative Representation Services
RFP Number:	RFP 25-300
RFP Issued Date:	September 12, 2024
Send questions to:	All questions must be submitted to the Procurement Department in writing by fax to 706 821-2811 or email to: procbidandcontract@augustaga.gov by Tuesday, October 8, 2024 @ 5:00 p.m.
Responses to Written Questions (and any Addendum, if applicable)	Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. mail to all prospective bidders (at the respective addresses furnished for such purposes), not later than five days prior to the date fixed for the opening of RFP. Failure of any vendor to receive any such addendum or interpretation shall not relieve such vendor from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents.
Sealed Proposals shall be submitted to:	One (1) original and seven (7) copies of the proposal marked RFP 25-300 - STATE LEGISLATIVE LOBBYING SERVICES shall be submitted in a sealed envelope. These must be submitted to and received no later than Tuesday, October 22, 2024 @ 11:00 a.m. to: Geri A. Sams Procurement Department 535 Telfair Street - Room 605 Augusta, Georgia 30901

SECTION II BACKGROUND AND SCOPE OF WORK

BACKGROUND:

Augusta, Georgia, located in the east central section of the state, is approximately 150 miles east of Atlanta on Interstate 20. The Savannah River serves as the boundary between Augusta and Aiken, South Carolina. Augusta's current population is about 200,000+. Neighboring Columbia County is home to about 100,000. Along with several other Georgia and South Carolina counties the region is known as the Central Savannah River Area (CSRA), commonly referred to as the CSRA and is home to approximately half a million people. Augusta is Georgia's second oldest and second largest city, founded during the British colonial period as a trading outpost.

How We Started

Augusta has a rich history dating as far back as the early 1700s. The settlement was established in 1736 by British General James Oglethorpe, and named in honor of the bride of Frederick Louis, Prince of Wales. Built on the flat slopes of the Savannah River, in the area now known as Summerville, Augusta was also home to many neighboring tribes of Creek and Cherokee Indians.

With the construction of the Augusta Canal in 1847, Augusta became the second largest inland cotton market in the world during the cotton boom. Augusta has nine neighborhoods on the National Register of Historic Places, and several historic monuments and cemeteries.

Significant Structures

Augusta served as the state capital of Georgia from 1785 until 1795, and has many historically significant homes and buildings, such as the Cotton Exchange, established in 1872; the boyhood home of Woodrow Wilson (28th president of the United States); Ezekiel Harris House (1797); George Walton home (signer of the Declaration of Independence) and Springfield Baptist Church, the oldest African American church in America.

Augusta Today

In 1996 the City of Augusta consolidated with Richmond City to form Augusta-Richmond County. This consolidated governing body consists of a Mayor and ten (10) Augusta Commissioners. Augusta is one of only three consolidated governments in Georgia.

Augusta provides a full range of municipal services including police, refuse and recycling, water, sewer, and stormwater, streets, recreation programming, parks and facilities, community services, commercial and residential code enforcement, planning and zoning, and community development. Augusta has operated as consolidated government under a Mayor form of government since 1996. The

For general information about Augusta, the Mayor and Council, and other Augusta departments, please visit the Augusta web site at <http://www.augustaga.gov>.

Augusta is perhaps best known as home of the Masters Golf Tournament held the first full week in April. The area is also a center for medicine, manufacturing, and military.

Augusta's Facts

General Information

- Established - 1736
- Named For - Princess Augusta of Saxe Gotha (mother of King George III of Great Britain)
- Population - 200,000, 500,000 Trade Region
- Location - 136 ft. above sea level. 200 Savannah River miles or approximately 150 land miles from Atlantic Ocean
- Nicknames - The Central Savannah River Area (CSRA), includes surrounding counties in Georgia and South Carolina, The Garden City of the South, chosen in the early 20th century because of Augusta's many large private gardens
- Major Highways - Interstates 20 and 520, U.S. Routes 1, 25, 78, 278
- Colleges and Universities - Augusta University, Paine College, Augusta Technical College
- Military Installations - Fort Gordon (U.S. Army Signal Center) and the US Army Cyber Center of Excellence.
- Airports - Augusta Regional Airport, Daniel Field
- Famous Augustans - James Brown, Amy Grant, Jessye Norman, Terri Gibbs, Laurence Fishburne, Joe Penny, Ray Mercer, Frank Yerby, Hulk Hogan, and Larry Mize

SCOPE OF WORK:

The task descriptions below are basic services. Each must be performed at either Federal or State level as applicable.

A. Description of Tasks

The successful proposer shall provide professional representation and liaison services with the Georgia General Assembly, Augusta Board of Commissioners, the executive departments and agencies of the State of Georgia. Services shall include but are not limited to the following:

- Assisting the Commission and Senior Staff in the formation of Augusta, GA's State funding and annual legislative policy agenda. This includes identifying creative funding solutions in the form of demonstration projects, special projects, earmarks, and other-directed funding for Augusta's priority areas and providing guidance and talking points for advocacy.
- Areas of interest include economic and community development, brownfield redevelopment, transportation & infrastructure (including smart technology) public safety, workforce development, energy and water.
- Explaining and promoting Augusta's legislative agenda to elected officials, agency heads, and relevant decision makers, including the Augusta Delegation.
- Attendance as requested by Commission via the County Administrator at select Commission meetings, boards, public hearings, and/or other committees that do not conflict with legislative sessions.
- In-person presence at the State Capitol during Georgia General Assembly's active sessions.
- Attendance and oral or written representation for relevant legislative sessions, committee meetings and working groups.
- Assist the county in the drafting of legislation, amendments, correspondence, exhibits, and testimony as necessary. Monitoring bills on a real-time basis, submitting reports to inform Augusta

of developments coming from the State Government that impact Augusta-Richmond County at the frequency of:

- Weekly during any state legislative sessions
 - Monthly outside of state legislative sessions
 - As necessary for time sensitive information
- Informing Augusta representatives of pending legislation that will have positive or negative consequences for Augusta.
 - Maintaining close contact with the Augusta Board of Commissioners, the Augusta Delegation, other State legislators, agencies, and officials concerning Augusta's legislative interests.
 - Lobbying the Governor's staff, legislative leaders, and state agencies on a year-round basis.
 - Strengthening, establishing, and maintaining relationships with the Governor's office, leadership staff, other legislators, State agencies, and relevant stakeholders to support Augusta's legislative priorities.
 - Assisting in the identification of potential local, regional, or statewide opportunities or common goals that may benefit Augusta.
 - Maintaining close contact with Georgia's US Congressional members and staffers, other relevant legislators, agencies, and officials concerning Augusta's legislative interests.
 - Lobbying the Congressperson's staff, legislative leaders, and agencies on a year-round basis.

The term of the contract for the requested services shall be for a period of three (3) years. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive three hundred sixty-five (365) terms at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days.

Note: the services shall be on an as-needed basis and no work is guaranteed. All work request is at the sole discretion of Augusta, Georgia.

Augusta reserves the right to make one (1) award or multiple awards. Proposers can submit proposals for either Federal State Lobbying and Legislative Representation Services, State Lobbying Service or both.

B. Results or Outcome of Tasks

The successful firm shall perform the tasks as outlined above as necessary to pursue Augusta's state and legislative objectives.

C. Performance and Quality Standards

Successful firm shall perform the tasks as outlined above in **Section II Scope of Work, A. Description of Tasks**, with knowledge of the principles and practices of public administration, particularly of the organization and functions of Augusta, Georgia Government. The successful firm shall have knowledge of public administration research and report presentation methods and techniques, along with knowledge of legal, budgeting, and accounting procedures and processes. The successful firm must have the ability to establish and maintain effective working relationships with administrative officers, other lobbyists, the public, and legislative representatives; while having the ability to work independently, choosing creative techniques and methods of obtaining results within legal and ethical limitations.

D. Progress Reporting

All reports and requests shall be provided to the Administrator or designee within a reasonable time (defined by Augusta, Georgia as within ten calendar days) after request is received by the successful firm.

E. Place of Performance

The successful lobbyist/firm will perform services from its office or place of business, with visits to Augusta, Georgia during the legislative session as needed.

F. Government Furnished Property/Services

Augusta, Georgia will provide a meeting area when a meeting is requested in Augusta by the Administrator or designee.

G. Contractor Furnished Items

The successful lobbyist/firm shall provide all needed supplies including, but not limited to, pens, paper, audio recording equipment, computers, printers, telephones, calculators, and other furniture and equipment necessary for the rendering of contracted services.

H. Any Applicable Regulations or Specifications.

The successful firm shall be registered as a lobbyist and present proof of reporting requirements under O.C.G.A. §21-5-71 (2008).

SECTION III OWNERSHIP OF DATA

OWNERSHIP OF DATA:

The ownership of all data, drawings, charts, etc., which are prepared or produced under this contract shall be that of Augusta.

SECTION IV RESPONSE CONTENTS

Firms shall outline the scope of work, elements and tasks therein and the means of execution. The original submittal shall be one-sided copying and be bound by binder clip or some other non-permanent form of binding. **Firms are to submit and unbound original and seven (7) copies of their proposal.** Each of the seven (7) copies of the proposal shall be spiral bound or bound with some other secure and permanent form of binding. The evaluation criteria, as outlined, should be addressed, and the firm's abilities and compliance provided.

Your response should follow the general format below:

SECTION

CONTENTS

A. PROCUREMENT DOCUMENTS:

All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies. The following Procurement Documents are to include the following:

Augusta's Attachment "B" Form

Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance (E-Verify)

All qualifying contractors and subcontractors performing work with Augusta, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, **it is mandatory that the Contractor Affidavit and Agreement be completed and returned on Attachment B, be completed and submitted with responder's proposal.**

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1. **it is mandatory that the Systematic Alien Verification for Entitlements (SAVE) Program form.**

B. QUALIFICATIONS & EXPERIENCE OF THE FIRM

Each proposer shall submit a summary of their qualifications and experience. Proposals shall have the following qualifications at a minimum:

- Proposer shall have experience serving as a lobbyist.
- Proposer shall have knowledge of state laws and issues affecting municipalities and local government.
- Proposer shall have the ability to be present in Atlanta at the State Capital and other State offices, particularly during the legislative sessions of the Georgia General Assembly.
- Proposer shall have experience in dealing with diverse groups of legislators (state including Board of Commissioners) legislators.
- Proposer shall have experience in working with the Governor, Lieutenant Governor and other State executive officials.
- Proposer shall have experience working with other interest groups and lobbyists.
- Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.

Firms are to include the following experience in reference to your company:

- (a) Describe your experience, capabilities and other qualifications for this project.
- (b) Disclose any relationships that may be considered a conflict of interest or may raise a conflict of interest.
- (c) Disclose any relationships that may have an impact upon the services to be provided.
- (d) Describe in detail your demonstrated experience in bi-partisan and coalitions building.
- (e) Demonstrate and document successful state legislative lobbying service experience for an entity comparable to Augusta during the last five (5) years.
- (f) Provide a list of legislation or initiatives advanced in the last five (5) years, demonstrating experience in advancing legislation or initiatives; and strategies used therein.
- (g) Provide how many years operated under current company name
- (h) Provide if ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.
- (i) Provide a list of previous clients for whom you have performed lobbying services.
- (j) Provide a list of current clients for whom you will perform lobbying services during the upcoming legislative session. Do not include contact information for current clients. Include a list of projected legislation to be advanced for each identified client.
- (k) Provide information regarding the extent of your relationship with State and Federal agencies.
- (l) State your experience with or familiarity with state and federal funding (including, but not limited to transportation funding) provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but at minimum, balance sheet, income statement and cash flow statement may be accepted.

C. ORGANIZATION & APPROACH

Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for the project, who will oversee daily operation and whether production is accomplished in-house. The proposal should state who would perform specialized services that may be needed. Include an organizational chart indicating the level of professional seniority of each member and the time commitments and task responsibility of each phase of the project.

Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with project completion.

This information should include all the people the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such.

D. PROJECT MANAGEMENT:

Responders are requested to provide the following:

- a) describe how the project will be organized and managed;
- b) describe progress reporting procedures;
- c) describe anticipated use of subcontractor and/or partnerships;
- d) complete **Attachment C** Contractors Reference and Release Form,
- e) describe the resources necessary to accomplish the purpose of the project.

E. SCOPE OF SERVICES:

Provide experience and approach to the following as requested in **Section II Scope of Work**.

F. FINANCIAL STABILITY

Provide audited financial report for the last three (3) fiscal years prepared in accordance with Generally Accepted Accounting Principles (GAAP), reflecting the current financial condition of Proponent firm and its parent corporation, if applicable. If this is a partnership or joint venture, submit a financial statement for each business entity of the partnership or joint venture. Provide an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements.

- a. If a public company, include last three (3) fiscal years audited financial report.
- b. If a private company, provide a recap of the three (3) most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

Note: Financial Stability is part of the evaluation criteria. Failure to provide the financial stability information will affect your scoring in the evaluation process.

G. REFERENCES:

All proposers must provide a list of services in the last five (5) years as references. Include legislation advanced for each identified client. Include the name of the organization, the address, the point of contact, and the contact's phone number, fax number and email address and all additional information requested on the **Reference and Release Form, included as Attachment C.**

H. FEE PROPOSAL

The fee proposal must be submitted in a separate, sealed envelope with the responder's name and **"Fee Proposal for Request for Proposals No. 25-300 for State Legislative Lobbying Services"** on the outside of the envelope.

The sealed envelope containing the cost proposal (**Attachment G**) is requested to be included in the sealed package containing the technical proposal.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL (Attachment G). Including fees in any area outside of the fee Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive. Responders are required to submit their costs on the **Cost Proposal Form (Attachment G).** **Responder shall not alter the cost proposal form.** Attach additional sheets as required for any addition details.

**SECTION V
INDEMNIFICATION AND INSURANCE AND
PRE-PROPOSAL CONFERENCE**

INDEMNIFICATION AND INSURANCE:

The offerer shall carry professional/public liability insurance coverage in the amount of Two Million Dollars (\$2,000,000.00), covering itself and all of its employees and agents, and shall indemnify and hold harmless Augusta and their representatives and employees, from any claim, demands, actions, and cause for actions arising from any act or non-act or the commission or omission of any act while under the terms of the contract.

PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be held on **Monday, October 7, 2024 @ 2:00 p.m.** via ZOOM - ID: **828 3979 2116 and Password: 25300.** Attendance at the meeting is not mandatory but is highly recommended.

All questions should be submitted in writing to Geri Sams at the Procurement Department in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov by **Tuesday, October 8, 2024 @ 5:00 p.m.**



SECTION VI CRITERIA FOR EVALUATION

RFP – Evaluation/Scoring Guidelines

Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia’s requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for state, state and local services.

3. Organization & Approach (10 points)

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project/service team.
 - ii. Some or all of team members have previously worked together on similar project/service(s).
 - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
 - i. The team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
 - ii. Team successfully addresses all requirements of this RFP.
 - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
 - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
 - i. The team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. Scope of Services to be Provided (30 points)

Firms professional experience as representative and liaison services as a State Representative Lobbyist to include but not limited to the items listed under **Section II Scope Statement of Work – A. Description of Tasks.**

5. Financial Stability (5 points).

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company, include a recap of the most recent audited financial report.
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution’s letterhead, stating financial stability.

Note: Financial Stability is part of the evaluation criteria. Failure to provide the financial stability information will affect your scoring in the evaluation process.

6. References (5 points)

Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years. Include specific individuals with addresses and telephone numbers. **Attachment C Contractors Reference and Release Form,**

7. Proximity to Area (10 points – weighed value 5 points)

- a. Within Richmond City 10 points
- b. Within CSRA 6 points
- c. Within Georgia 4 points
- d. Within SE United States (includes AL, TN, NC, SC, FL) 2 points
- e. All Others 1 points

8. Presentation by Team (10 points) (Optional)

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (5 points) (Optional)

Proposer provides responses to various interview panel questions.

10. Fee Proposal (10 points – Weighted value 5 points) Enclosed in a separate sealed envelope.

- a. Lowest Fee 10
- b. Second 6
- c. Third 4
- d. Fourth 2
- e. Fifth 1

Weighted scores for each Proposal will be assigned utilizing the table below:

Phase 1														
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)										
1	Completeness of Response <ul style="list-style-type: none"> • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized 	N/A	Pass/Fail	Pass/Fail										
2	Qualifications & Experience		15											
3	Organization & Approach		10											
4	Scope of Services: Experience and approach to the following: Firms professional experience as representative and liaison services as a State Representative Lobbyist to include but not limited to the items listed under Section II Scope Statement of Work, A.		30											
5	Financial Stability		5											
6	References (include specific individuals with addresses and telephone numbers).		5											
7	Proximity to Area <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Within Richmond City</td> <td style="text-align: right;">10 points</td> </tr> <tr> <td>Within CSRA</td> <td style="text-align: right;">6 points</td> </tr> <tr> <td>Within Georgia</td> <td style="text-align: right;">4 points</td> </tr> <tr> <td>Within SE United States (includes AL, TN, NC, SC, FL)</td> <td style="text-align: right;">2 points</td> </tr> <tr> <td>All Others</td> <td style="text-align: right;">1 points</td> </tr> </table>	Within Richmond City	10 points	Within CSRA	6 points	Within Georgia	4 points	Within SE United States (includes AL, TN, NC, SC, FL)	2 points	All Others	1 points		10	
Within Richmond City	10 points													
Within CSRA	6 points													
Within Georgia	4 points													
Within SE United States (includes AL, TN, NC, SC, FL)	2 points													
All Others	1 points													
Phase 2 (Optional – Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)		Rating (0-5)	Weight	Score (Rating * Weight)										
8	Presentation by Team		10											
9	Q&A Response to Panel Questions		5											
10	Fee Proposal Consideration <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">a. Lowest Fee</td> <td style="text-align: right;">10</td> </tr> <tr> <td>b. Second</td> <td style="text-align: right;">6</td> </tr> <tr> <td>c. Third</td> <td style="text-align: right;">4</td> </tr> <tr> <td>d. Fourth</td> <td style="text-align: right;">2</td> </tr> <tr> <td>e. Fifth</td> <td style="text-align: right;">1</td> </tr> </table>	a. Lowest Fee	10	b. Second	6	c. Third	4	d. Fourth	2	e. Fifth	1		10	
a. Lowest Fee	10													
b. Second	6													
c. Third	4													
d. Fourth	2													
e. Fifth	1													
Total:			100											

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

SECTION VII SELECTION PROCESS

SELECTION PROCESS

Using the qualification information presented by the firms in their proposal, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluated as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

The Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria **WILL** result in your proposal being declared non-compliant and thus ineligible for further consideration.

A Selection Committee will review all QUALIFICATIONS submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the Statements of Qualifications and the selection criteria, the Committee will rank the firms based upon the quality and content included in their Statement of Qualifications as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

EVALUATION PROCESS:

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. **Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.**

Phase Two Criteria

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. Offerors will present their proposals and demonstrate their offered products to the Evaluation Committee. This process will result in the selection of the successful vendor who, through contractual agreements, will undertake the scope of work.

PRICE PROPOSALS

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Final Selections

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta Board of Commissioners will make the final decision.

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 25-300 State Lobbying and Legislative Representation Services

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.

SECTION VIII CONTRACT ADMINISTRATION

A. Standard Contract

The attached sample contract is Augusta's standard contract document (**see Attachment E**), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to Augusta, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and seven (7) copies containing an identical copy of the Technical Proposal; and one (1) original Cost Proposal (**see Section I**) for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than **Tuesday, October 22, 2024 @ 11:00 a.m.**

RFP Item # 25-300 State Lobbying and Legislative Representation Services for Augusta, GA - Administration Office

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

**Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901**

Proposals must be clearly identified on the outside of the packaging with the responder's name and "**Request for Proposals No. 25-300 for Federal and State Legislative Lobbying Services**" on the outside of the envelope(s) or box(es).

C. Questions

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by **Tuesday, October 8, 2024 @ 5:00 P.M.** No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

D. Acknowledgment of Addenda

Addenda may be issued in response to questions or changes in the RFP. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. mail to all prospective bidders (at the respective addresses furnished for such purposes), no later than five days prior to the date fixed for the opening of RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. **All firms must acknowledge all Addenda. Please acknowledge the addenda and submit as requested on Attachment B as required in RFP 25-300.** Addenda issued for this project may be found on Augusta, Georgia's website, <https://www.augustga.gov>.

E. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of 90 days from proposal submission deadline and must be so marked.

F. Project Director/Contract Manager

Augusta will designate a Project Director/Contract Manager to coordinate this project for Augusta. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues, including payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

G. Expenses of Preparing Responses to this RFP

Augusta accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

H. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, Augusta, Georgia considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission **(See Trade Secret Affidavit – Page 10)**.

I. Business License

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license

issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

J. Ethics Rules

Bidders are subject to the Ethics provision within the Augusta, Georgia Purchasing Policy; Article 2 Code of Ethics; Article 3 Ethics in Public Procurement rules; and the rules of the State of Georgia governing Lobbying services. Any violations will be addressed pursuant to these policies.

K. Right to Audit

Augusta shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with Augusta funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. Augusta also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to Augusta or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for Augusta.

**SECTION IX
AWARD OF CONTRACT**

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the Procurement Director. An agenda item will be submitted to the Board of Commissioners by the user department. The Board of Commissioners, who will make the final decision as to award of contract.

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE FORMALITIES, AND TO RE-ADVERTISE.

ATTACHMENT A

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Complete Primary Address	City	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP 25-300 State Legislative Lobbying Services described herein will be received in the Procurement Department, Suite 605, 535 Telfair Street, Augusta, Georgia 30901 on <u> </u> Tuesday, October 22, 2024 until <u> </u> 11:00 a.m. (EST). Proposals shall be marked in accordance with the RFP 25-300 State Legislative Lobbying Service (MULITIYEAR CONTRACT)</p> <p>CAUTION: The Augusta, Georgia Postmaster will deliver certified or Special Delivery Mail to specific addresses within August, Georgia Government. When sending bids of time sensitive documents, you may want to consider a courier that will deliver to specific addresses at a specific time.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT B

Augusta, Georgia's Attachment B

Attachment B includes the following:

- Acknowledgement of Addenda
- Statement of Non-Discrimination
- Non-Collusion of Prime Proponent
- Conflict of Interest
- Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

Systematic Alien Verification for Entitlements (SAVE) Program

**ATTACHMENT C
CONTRACTOR'S REFERENCE AND RELEASE
FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title (Authorized Signature of Proposer) _____

Company Name _____ Date _____

ATTACHMENT D

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title (Authorized Signature of Proposer) _____

ATTACHMENT E

SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES AUGUSTA, GEORGIA
CONSOLIDATED GOVERNMENT, GEORGIA

THIS AGREEMENT made as of this day of , 20 , (hereinafter called the “execution date”) by and between AUGUSTA, GEORGIA CONSOLIDATED GOVERNMENT, a political subdivision of the State of Georgia (hereinafter referred to as the “City”), and____
_____, a corporation organized and existing under the laws of the State of _____, with offices in _____
_____, _____(hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide_____in Augusta, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the City each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the City shall pay the Contractor, the Contract Price, which is an amount not to exceed_____(\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the Augusta. Georgia Governing Authority, or the City Administrator, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The City Administrator or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total

Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed the Contractor's Cost Proposal, consisting of _____page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

Original invoice(s) must be submitted to:

Finance Department
535 Telfair St Suite 801
Augusta, Georgia 30901
Attention: A/P

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all _____services in accordance with the City's **Request for Proposals (RFP) No. 25-300 for State Legislative Lobbying Services**, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the City. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. Accuracy of Work The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. Additional Work The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed

Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

C. Ownership of Documents All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. Right to Audit The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

E. Successors and Assigns The Contractor agrees it 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 written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

F. Reviews and Acceptance Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

Failure to Perform/ Breach of Contract: In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the City Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or

arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. Insurance Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the City covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for

all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.

- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The City and its officers shall be included as additional insured under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued to**:

Gerri A. Sams
Procurement Department
535 Telfair Street - Room 605

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the City. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. Georgia Laws Govern The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. Venue This Agreement shall be deemed to have been made and performed in

Augusta, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Augusta, Georgia.

L. Contractor and Subcontractor Evidence of Compliance: Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto.

M. City Representative The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. Contractor's Status The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid City or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the City's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement** This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the City as provided by law or in this Contract.

R. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: **Contractor's Cost Proposal; Augusta's RFP; Contractor's Response; Contractor's Affidavit and SAVE Form; Subcontractor's Affidavit(s); Sub-Subcontractor's Affidavit(s); and Certificate of Corporate Authority or Joint Venture Certificate, Lobbyist State Registration, Exceptions to the Standard Contract.**

S. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the City Administrator, Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes

in address shall be effective upon written notice being given by the Contractor to the City's Executive Assistant or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the City:

City Administrator
535 Telfair Street Suite 900
Augusta, Georgia 30901

and

With a copy to:

Procurement Director
Department of Procurement
535 Telfair Street Suite 605
Augusta, Georgia 30901

If to the Contractor:

U. Counterparts This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. Controlling Provisions The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the City's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CONSULTANT

AUGUSTA, GEORGIA (CITY)

By: _____ (SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

APPROVED AS TO SUBSTANCE:

Department Director

By: _____

Printed Name: Mayor, Garnett L. Johnson

Date

ATTEST:

LENA BONNER, CCC
Clerk of the Board of Commissioners of
Augusta, Georgia

APPROVED AS TO FORM:

City Attorney Signature

City Attorney Name (Typed or Printed)

ATTACHMENT F:

Certificate of Corporate Authority or Joint Venture Certificate.

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “ _____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with Augusta, Georgia Consolidated Government, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal; This the _____ day of _____, 20 .

(CORPORATE
SEAL)

**ATTACHMENT G
COST PROPOSAL**

(Consisting of two (2) pages)

COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT IN RESPONDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Responder must complete and submit the attached pages of the Cost Proposal. **The cost proposal must be submitted in a separate, sealed envelope with the responder's name, solicitation name, solicitation number, and "Cost Proposal" clearly identified on the outside of the envelope.**

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with

Augusta, Georgia according to the Request for Proposal documents.

Print Name of Authorized Signer

Business Entity Street Address

Title of Authorized Signer

Business Entity City, State and Zip Code

Authorized Signature

Contact Person's Phone Number

Name of Business Entity Submitting Bid

Contact Person's Fax Number

Business Entity City

Contact Person's E-Mail Address

ATTACHMENT G
COST PROPOSAL
(Page 2 of 2)

State a FIRM FIXED LUMP SUM that includes all direct and indirect costs as well as all things necessary to State advisory services.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

State Legislative Lobbying Services

	Hourly Rate	Estimated Total Project	Total Project Cost
Year One (1)			
Year Two (2)			
Year Three (3)			
Total			

THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON AVAILABLE FUNDING.

FEE Proposal shall be submitted in a separate sealed envelope
with the following information on the outside of it:
RFP 25-300 – State Lobbying and Legislative Representation Services –
Fee Proposal

ATTACHMENT H

Lobbyist State Registration

Local Small Business Program

Preference

The Local Small Business Program provides for Local Small Business Program Preference on all applicable Augusta, Georgia procurements between \$101,000 and \$300,000 in value.

The Local Small Business Program Preferences for this procurement is:

Waived

There must be a minimum of three (3) certified firms in the Local Small Business Program that can provide the service or product, as specified by the user department, for the LSBP Preference to be considered. As a result of not meeting the minimum service/product requirement, the LSBP Preference is waived for this solicitation.

NO RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFP Item #25-300	State Lobbying and Legislative Representation Services	Tuesday, October 22, 2024 @ 11:00 a.m.
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To: **Augusta, Georgia - Procurement Department**

This is to certify that _____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

- Unavailability of required resources
- Prior commitments
- Inadequate anticipated funding Level
- Project Duration
- Potential conflict of interest
- Duplication of ongoing effort
- Other (please explain)

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: ____/____/20____