



CITY OF STONECREST
REQUEST FOR PROPOSALS
(RFP)

RFP NO. 0010-25

SIDEWALK DESIGN SERVICES

SOLICITATION ISSUE DATE: Wednesday, September 10, 2025

PROPOSAL DUE DATE: Wednesday, October 22, 2025, BY 3:00 PM EST

BIDNET WILL NOT ACCEPT LATE SUBMITTALS

“Electronic” Submittals Must be uploaded to “Bidnet”

<https://Bidnetdirect.com/georgia/cityofstonecrest>

(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)

ISSUED BY:

**City of Stonecrest
Procurement Department
3120 Stonecrest Boulevard
Stonecrest, Ga. 30038**

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ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT "A" – PROPOSER'S REQUIRED FORMS:

1. PROPOSER CHECKLIST
2. PROPOSER'S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY PUBLIC BENEFIT APPLICATION
8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT "E-VERIFY"
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11. INDEMNIFICATION CLAUSE
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RFP-1

RFP NO.: RFP-0010-25
Sidewalk Design Services

I. OBJECTIVE

The City of Stonecrest (City) invites qualified engineering firms to submit proposals to provide civil engineering design services for sidewalks within City limits in accordance with the terms, conditions, and scope of services in this Request for Proposal (RFP). Proposals will only be considered from proposers that normally engage in providing the type of services specified herein.

II. CITY BACKGROUND INFORMATION

Background: A Vibrant Mosaic in the Heart of Georgia nestled in the southeastern corner of DeKalb County, Georgia, lies the young city of Stonecrest. Incorporated in 2017, Stonecrest boasts a vibrant tapestry woven from its diverse community, burgeoning development, and natural beauty. The population as of July 2023 is 60,677, an increase from the April 2020 census of 59,194. Here's a glimpse into what makes this city unique.

Culture: Stonecrest is a melting pot of ethnicities and backgrounds, reflecting the rich diversity of Georgia. Residents of African American, Hispanic, Asian, and Caucasian descent come together, creating a dynamic and inclusive community. This cultural richness is evident in the city's festivals, restaurants, and houses of worship, offering a taste of the world within its borders.

Development: Stonecrest is a city on the move, witnessing rapid growth and development. Modern office buildings, retail centers, and residential communities are springing up, transforming the landscape. The Stonecrest Mall, a major shopping hub, attracts visitors from across the region. This economic boom promises exciting opportunities for residents and businesses alike.

Natural Beauty: While Stonecrest embraces urban development, it doesn't neglect its natural side. Lush green spaces like the Arabia Mountain Nature Preserve offer hiking trails, stunning vistas, and a chance to connect with nature. The city also boasts several parks and playgrounds, providing recreational havens for families and residents of all ages.

Community: Stonecrest is a city that celebrates its people. Numerous community events and festivals throughout the year bring residents together, fostering a strong sense of belonging.

The existing code can be accessed on the City's web site at;
https://library.municode.com/ga/stonecrest/codes/code_of_ordinances

III. SCOPE OF SERVICES

1. Introduction:

The engineering Firm will design sidewalks for Salem Road, Fairington Road (Phase II), Phillips Road, and Iris Drive. The Firm will work with staff in ensuring sidewalks are designed in accordance with Georgia Department of Transportation (GDOT), State and Federal rules and regulations.

2. Scope of Services:

Design services shall include field survey, engineering design, utility coordination, and obtaining Georgia Department of transportation (GDOT) encroachment permit (where applicable). The Firm shall prepare scope of work for construction bid documents, bid schedule, engineering cost estimate, attendance at pre-bid meeting and site visit, responding to questions from potential bidders on construction documents, and responding to requests for information (RFIs) during construction. The City will be providing construction inspection and construction management services.

Note: The City reserves the right to exclude the design of a particular location if it is in the best interest of the City.

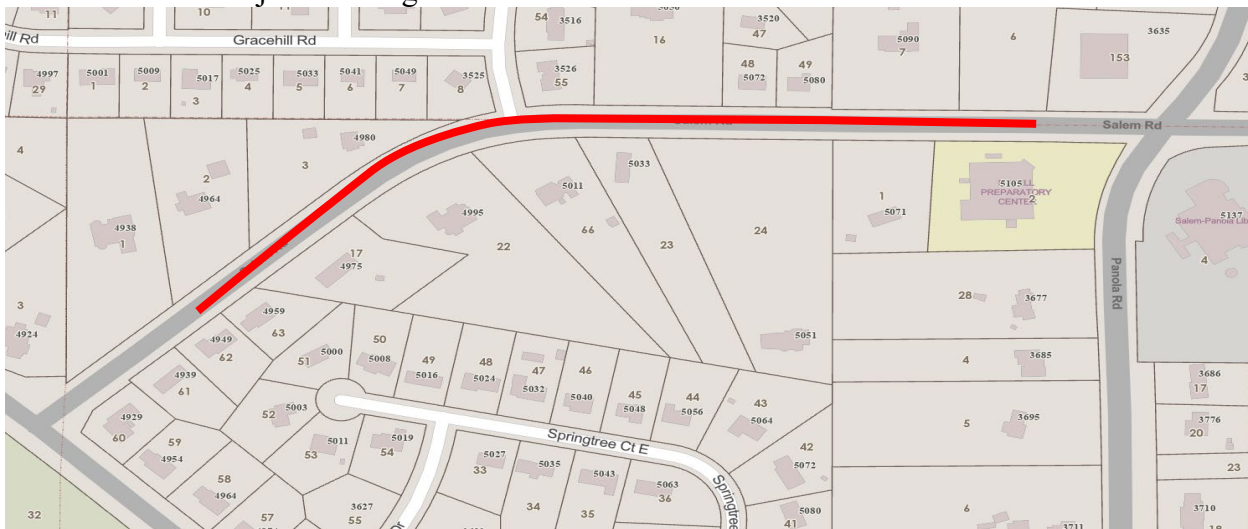
Please refer to the GDOT Design Policy Manual for design guidance, see link below:
<https://www.dot.ga.gov/partnersmart/designmanuals/designpolicy/gdot-dpm.pdf>

3. Deliverables:

1. Construction plans for bid (including plan views, profile views, cross sections, erosion control details, utility plans, and construction details)
2. Specifications
3. Scope of work for bid document
4. Engineering cost estimate
5. GDOT Encroachment Permit (where applicable)
6. Utility coordination before and during construction

4. SALEM ROAD SIDEWALK

The City of Stonecrest is proposing to construct a sidewalk along a section of the north side of Salem Road. The image below shows an aerial view of the new sidewalk (see red line). Beginning and end of new sidewalks will join existing sidewalks.



RFP-3

4.1 Sidewalk Specifications:

Sidewalk Length: +/- 1,700 Linear Feet (LF)

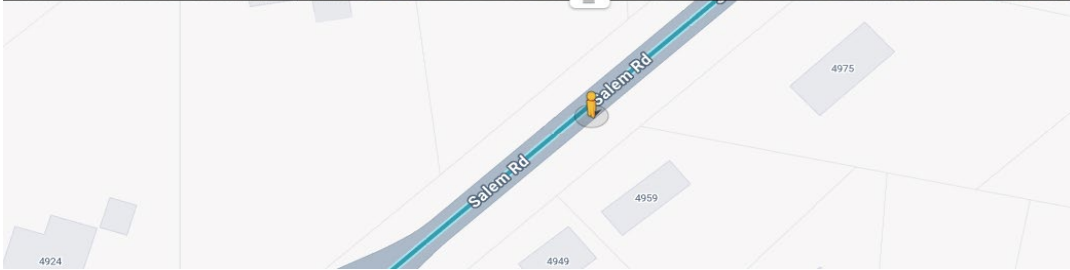
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps. Curb and gutter to be extended beside new sidewalk.

Starts: existing sidewalk at 4964 Salem Road

Ends: existing sidewalk at 5116 Salem Road

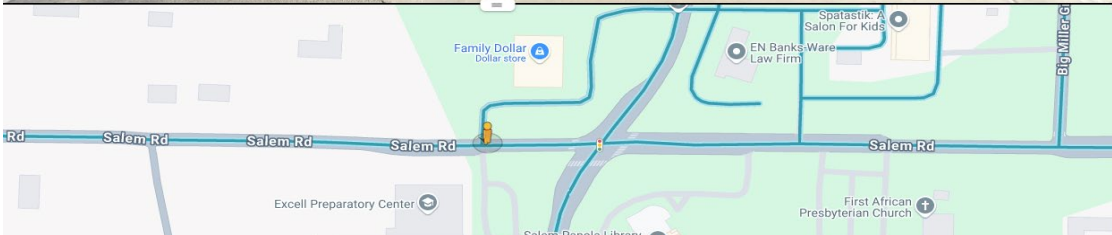
Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/RKw6982RGTnpLzoh7>

SIDWALK BEGINS (LEFT SIDE OF ROAD, LOOKING NORTH-EAST)



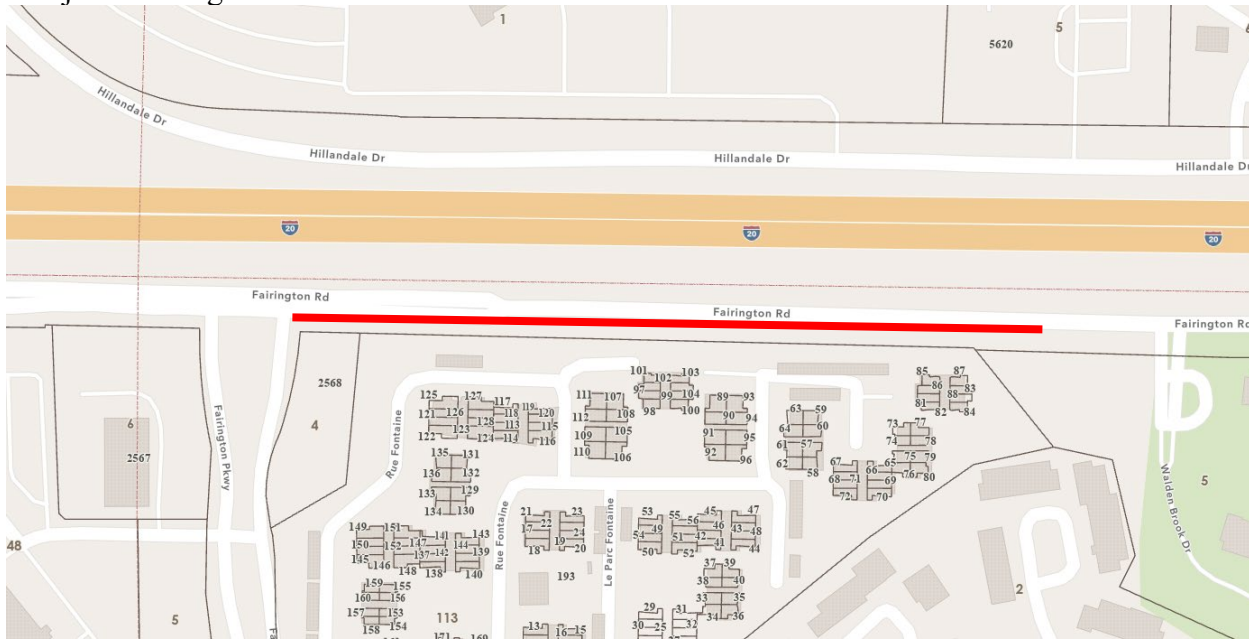
<https://maps.app.goo.gl/LDhpi3prxEHvwyeB6>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING WEST)

RFP-4

5. Fairington Road Sidewalk Phase II:

The City of Stonecrest is proposing to construct a sidewalk along a section of the south side of Fairington Road. The image below shows an aerial view of the new sidewalk (see red line). End of new sidewalk will join existing sidewalks.



5.1 Sidewalk Specifications:

Sidewalk Length: +/- 1,300 Linear Feet (LF)

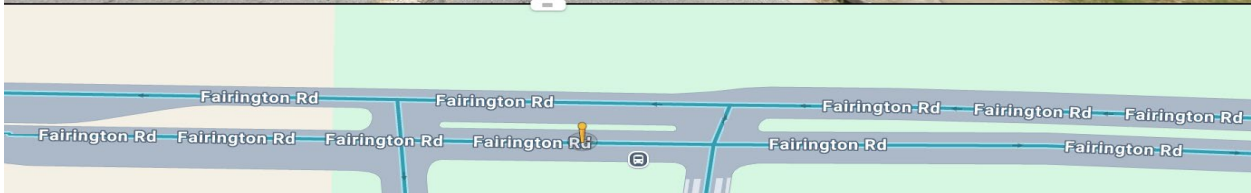
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps

Starts: existing sidewalk at 2568 Fairington Road

Ends: existing sidewalk at 5665 Fairington Road

Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/x3RqGDA8qphzekXQ7>

SIDWALK BEGINS (RIGHT SIDE OF ROAD, LOOKING EAST)

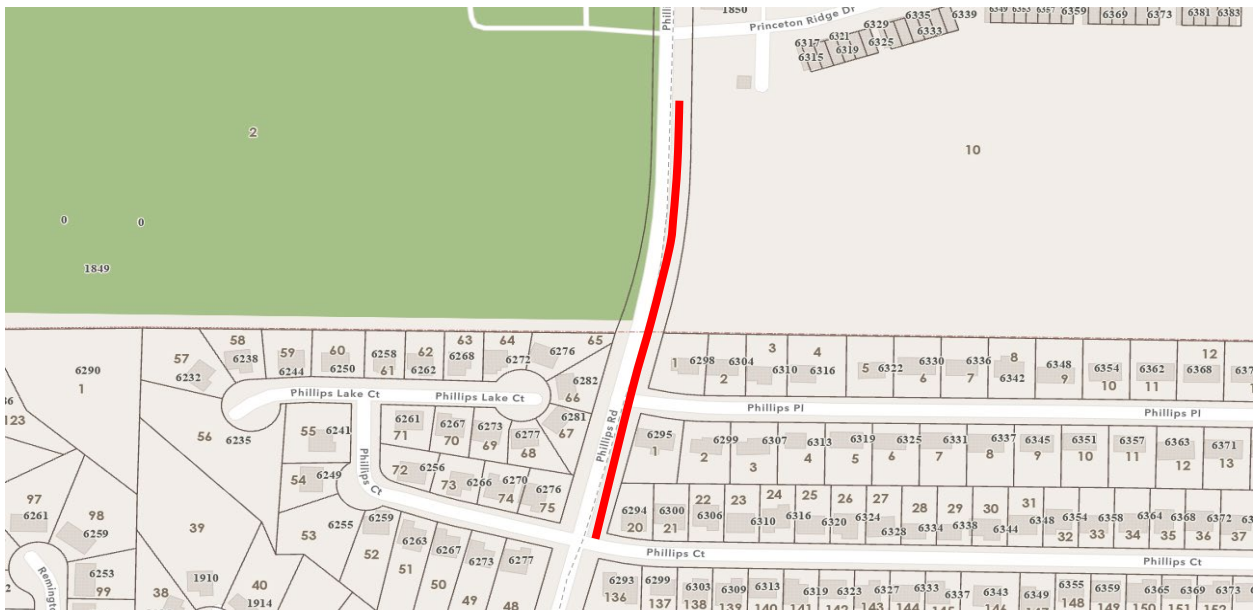


<https://maps.app.goo.gl/7Y3bWAJDdYPtgASd9>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING EAST)

6. Phillips Road Sidewalk:

The City of Stonecrest is proposing to construct a sidewalk along a section of the east side of Phillips Road. The image below shows an aerial view of the new sidewalk (see red line). Beginning and end of new sidewalk will join existing sidewalks.



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6.1 Sidewalk Specifications:

Sidewalk Length: +/- 700 Linear Feet (LF)

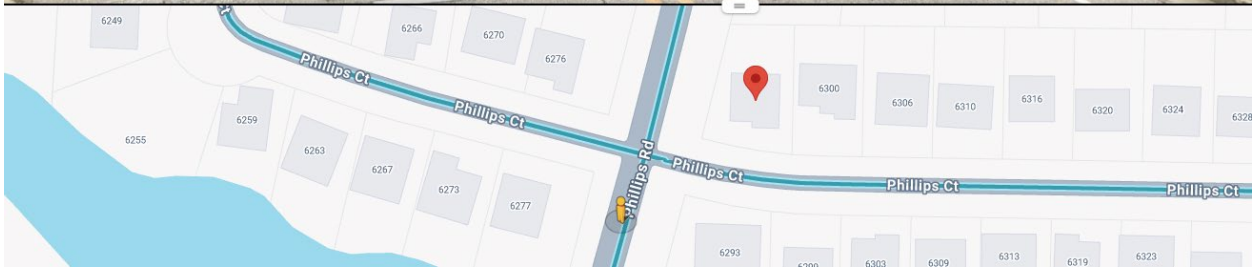
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps

Starts: existing sidewalk at 6294 Phillips Court

Ends: existing sidewalk at 1850 Phillips Road

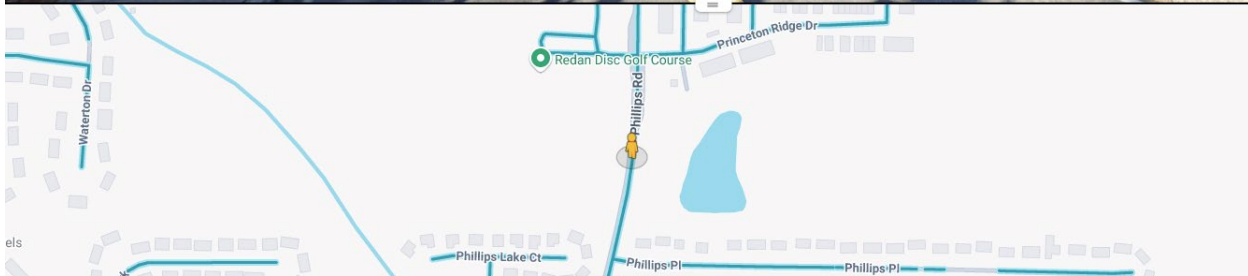
Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



<https://maps.app.goo.gl/ZSnG28gijmdTeQcm6>

SIDWALK BEGINS (RIGHT SIDE OF ROAD, LOOKING NORTH)



<https://maps.app.goo.gl/45aWntrP3cSbYB6L7>

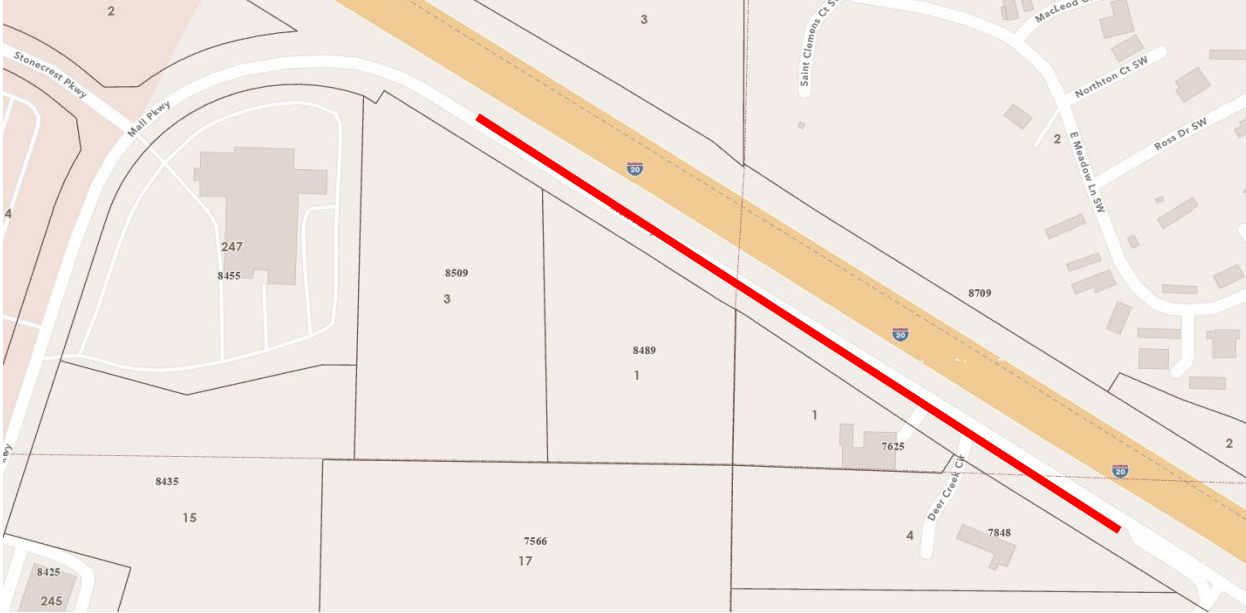
SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING NORTH)

RFP-7

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Sidewalk Design Services

7. Iris Drive Sidewalk:

The City of Stonecrest is proposing to construct a sidewalk along a section of the south side of Iris Drive. The image below shows an aerial view of the new sidewalk (see red line).



7.1 Sidewalk Specifications:

Sidewalk Length: +/- 1,300 Linear Feet (LF)

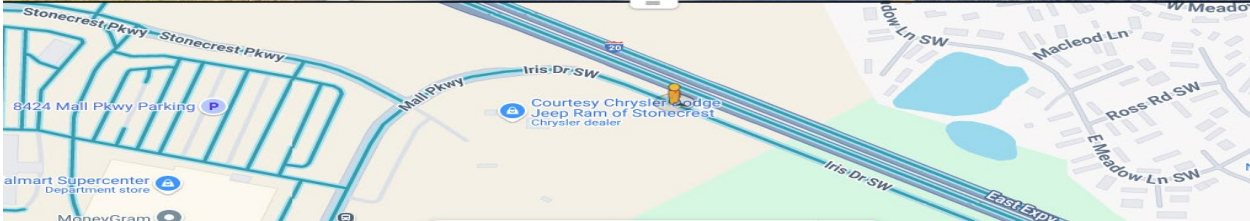
Sidewalk Width: 5 feet - wheelchair accessible with Americans With Disabilities Act (ADA) compliant ramps

Starts: 8489 I-20 East Access Road, Lithonia, GA 30038 (AKA Iris Drive SW)

Ends: 7848 I 20 East Access Road Lithonia, GA 30038 (AKA Iris Drive SW)

Must meet all GDOT standards on grades, slopes, and offset from edge of existing pavement.

Design should preserve drainage of the roadway shoulder area.



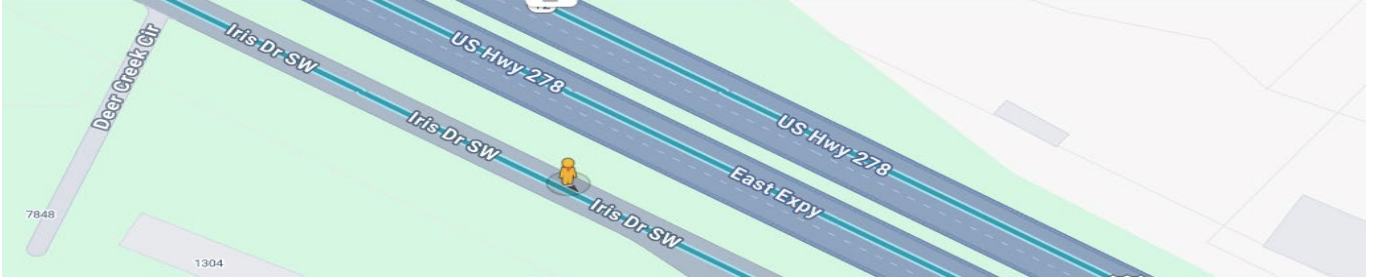
<https://maps.app.goo.gl/RKw6982RGTnpLzoh7>

(map link has old photography and does not show current building at location)

SIDWALK BEGINS (RIGHT SIDE OF ROAD, LOOKING SOUTH-EAST)



Photo at left accurately shows the start of the new sidewalk in front of existing storage facility



<https://maps.app.goo.gl/64eP8HiHer45hjAm9>

SIDWALK ENDS (RIGHT SIDE OF ROAD, LOOKING SOUTHEAST)

RFP-9

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IV. PROCUREMENT SCHEDULE

The City and Proposers shall adhere to the procurement schedule in all actions concerning this RFP. Estimated dates and times are listed below. Bidnet (www.Bidnetdirect.com/georgia/cityofstonecrest) and the City of Stonecrest Procurement Departments website will be used for notices at <https://www.stonecrestga.gov/199/Procurement>.

Changes to Procurement Schedule and deadlines: The City may delay or advance schedule due dates, or other procurement schedule dates contained in the RFP, if it is to the advantage of the City to do so. The City will notify Proposers of all changes via the Bidnet (www.Bidnetdirect.com/georgia/cityofstonecrest).

The anticipated schedule and deadlines for this RFP and contract award approval are projected as follows.

- September 10, 2025, through October 22, 2025, **Advertisement Period**
- October 7, 2025, **Deadline for Questions by 5:00 pm**
- October 22, 2025, **Proposal & Price Proposal Due Date and Time by 3:00 pm**
Electronic Request for Proposal responses shall be submitted via Bidnet (www.Bidnetdirect.com/georgia/cityofstonecrest), in PDF searchable format, in response to this RFP.

Proposals will be opened “Electronically” via Bidnet platform (www.Bidnetdirect.com/georgia/cityofstonecrest), at the date and time indicated above. This meeting will be conducted virtually via “Microsoft Teams” Platform and in person at City Hall, 3120 Stonecrest, Georgia 30038, **Lithonia Conference Room**. Proposer’s may attend this meeting in person, real time on a computer, laptop, cell phone or any other device with Wi-Fi access. Only the names of Proposer’s will be publicly read.

GET THE APP NOW AND BE READY BEFORE THE MEETING STARTS:
<https://www.microsoft.com/en-us/microsoft-teams/downloadapp>

Microsoft Teams meeting

Information on bid results and solicitations currently out to bid can be obtained on the City website:
<https://www.stonecrestga.gov/199/Procurement>

- **TBD (October 2025)** – Evaluation of Proposal’s received.
- **TBD (November 2025)** – Recommendation to Award (City Council)

TRANSACTION FEES:

The City of Stonecrest uses Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) to distribute solicitations. There is no charge to firm to register and participate in the solicitation process, nor will any fees be charged to the awarded firm.

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V. PROCUREMENT PROCESS

Phase 1 – Request for Proposals (RFP): Proposer's will submit a Proposal in accordance with Section IX – Submittal Instructions and Requirements for Responses and Section XIII – Evaluation Criteria.

- **Responsiveness** In order to be considered responsive to the solicitation, the RFP response shall fully conform in all material respects to this solicitation and all of its requirements, including all form and substance.
- **Responsibility** In order to be considered as a responsible Proposer, Proposers shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

Phase 2 - Oral Presentations: If applicable, Proposers that are short-listed may be invited to participate in Oral Presentations.

Phase 3 – Negotiations: If needed, the City negotiates a contract with the top ranked firm, at a rate of compensation that the City deems fair, competitive, and reasonable. The firm and the City will hold detailed discussions to establish a clear audit scope and the exact services the firm will provide. If an agreement cannot be reached with the first firm, the City will begin negotiations with the second highest ranking firm and so on until an agreement is reached or negotiations are terminated.

Phase 4 – Final Selection: City Council.

The following information and instructions are given for the purpose of guiding proposers in properly preparing their response and are standard for Request for Proposal (RFP) solicitations as issued by the City. The City may delete, modify, and supersede any of these standard instructions for a particular contract or in the line item. It is the Proposer's sole responsibility to become familiar with the scope of work, City requirements, and systems prior to submitting a proposal.

VI. GENERAL INFORMATION

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement staff identified in the solicitation.

City of Stonecrest, Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Boulevard, Suite 190
Stonecrest, Ga. 30038
Email: Tboynton@stonecrestga.gov

After thoroughly reading this Request for Proposals (RFP) and attachments, any Proposer in doubt as to the true meaning of any part of the RFP or related documents may submit in writing Via Bidnet under "Message – Opportunity Q&A" at (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Please follow the instructions provided in Bidnet. The deadline to submit non-administrative questions is **Tuesday, October 7, 2025, by 5:00 pm**. Answers to questions received will be responded via Bidnet and/or an Addendum posted on Bidnet.

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- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Proposer as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Proposer. No Request for Proposals will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.
- **ACCEPTANCE OF REQUEST FOR PROPOSALS / MINOR IRREGULARITIES:** The City reserves the right to accept or reject any and all Request for Proposals, part of the Request for Proposals and waive minor irregularities or variances to specifications contained in the Request for Proposals, which do not make the Request for Proposals conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other Service Providers or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposals. The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.
- **CHANGES AND ALTERATIONS:** Proposer may change or withdraw a Request for Proposals at any time prior to the Request for Proposals submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Request for Proposals deadline.
- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the verbiage or documents herein made by the Proposer's is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Request for Proposals submission void and bar the Proposer from consideration in connection with this solicitation.

VII. CERTIFICATE OF INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

The successful Proposer or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: **(Proof of insurability must be submitted with bid submittal)**.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence
- \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- \$1,000,000 per occurrence for Property Damage
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Service Providers.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Service Provider does not own vehicles, the Service Provider shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9, as amended. Any Service Provider performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Service Provider and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Service Provider must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Service Provider who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Service Provider's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

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If the Service Provider has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Service Provider. The Service Provider is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Service Providers including but not limited to the construction industry.

Insurance Certificate Requirements

- a. The Service Provider shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
- b. The Service Provider shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Service Provider to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Service Provider shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**
- g. The City shall be granted a Waiver of Subrogation on the Service Provider's Workers' Compensation insurance policy.
- h. **The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.**

The Certificate Holder should read as follows:

City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Service Provider has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Service Provider's expense.

If the Service Provider's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Service Provider may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Service Provider's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Service Provider's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Service Provider that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

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All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Service Provider must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Firm's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Firm's insurance company and the Procurement Department as soon as practical.

It is the Service Provider's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for Service Provider and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Firm.

NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid response to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Misrepresentation of any material fact, whether intentional or not, regarding the Service Provider's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest
Attn: Procurement Department
120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Email: Procurement@stonecrestga.gov

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VIII. GENERAL TERMS AND CONDITIONS

The following instructions, general terms and conditions are given for the purpose of guiding Proposer's in properly preparing their proposal. These directions have equal force and weight with the scope of services and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** The City reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must: addendum is issued, Proposer must follow the instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Proposer to monitor the solicitation for any changing information, prior to submitting their proposal.

No interpretations of the meaning of the plans, specifications, scope of work, scope of services or other contract documents will be made orally to any Proposer. Proposers must request such interpretation in writing as instructed in the RFP solicitation package. To be considered, such request must be received by the Questions and Answers deadline as indicated on *Page RFP-12* of this solicitation package and on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Questions received after this time will not be answered.

2. **ASSIGNMENT, SUBCONTRACT:** Proposer shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies, which may become due hereunder, are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Procurement Official.

3. **AWARD OF CONTRACT:** A Contract may be awarded by the City Council. The City Council reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until Proposal are reviewed, accepted by appointed staff, the best Proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

This solicitation and Proposer's Proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, Proposer response. Any and all legal actions necessary to enforce the award will be held in Dekalb County and the contractual obligations will be interpreted according to the laws of Georgia.

4. **CITY RESERVED RIGHTS:** In connection with this solicitation, the City reserves all rights (which rights shall be exercisable by the City at its sole discretion) available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:
 - a) Cancel this RFP and may re-solicit and re-advertise the RFP.
 - b) Reject any non-responsive proposal.
 - c) Waive non-material technical variances or minor irregularities in the proposal(s).
 - d) Reject any and all proposals in whole or part, at any time prior to the execution of an Agreement, without incurring any cost obligations or liabilities, for good cause when it is in the best interests of the City.

- e) Proceed with the project in any manner that the City, at its sole discretion, deems necessary. If the City is unable to agree with the highest ranked Proposer or does not negotiate and execute satisfactory Agreement with the highest ranked Proposer, the City may negotiate with the next highest ranked Proposer, terminate this procurement and pursue other development or solicitations relating to the project, or exercise such other rights under the provisions of State law as it deems appropriate.
- f) Select the Proposal or portions thereof and the Proposer(s) that are determined to be in the best interests of the City.
- g) Postpone selection.
- h) Issue addenda, supplements and modifications to this RFP or any subsequent RFP.
- i) Seek or obtain data and/or information from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
- j) Request clarification from the Proposer(s) during the evaluation phases.
- k) Exercise any other rights reserved or afforded by the City under this RFP or subsequent RFP and applicable law, including waiving deficiencies in a Proposal or accept and review a non-conforming Proposal; provided that, such deficiency or non-conformance is not material in nature. The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP, or any subsequent RFP. All such costs shall be borne solely by each Proposer.
- l) Obtain best and final offers from each Proposers after submission and prior to award.

In no event shall the City be bound by, or liable for, any obligations with respect to the contemplated Agreements until such time (if at all) as the Agreements, in form and substance satisfactory to the City, have been executed by the City and have become effective, and then, only to the extent set forth in the Agreements. The City may exercise any of the foregoing at any time without notice to any party and without liability to any responding Proposer or to any other party for its costs or expenses incurred in connection with this RFP or otherwise. Submittals and responses to this RFP will be prepared at the sole cost and expense of the Proposer. Submittals and other materials submitted will not be returned.

- 5. **CODE REQUIREMENTS:** The Proposer and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this solicitation.
- 6. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not

apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

7. **CONFLICT OF INTEREST:** All Proposer's MUST disclose with their Proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Proposer's must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its subsidiaries.

8. **CONFIDENTIAL, PROPRIETARY OR TRADE SECRET:** "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...'

"Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential' or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from disclosure.**"

9. **CONTINGENCY FEES:** By submission of this solicitation response, Proposer certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Proposer to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Proposer.

10. **CONTRACT COORDINATOR:** The City may designate a Contract Administrator whose principal duties shall be:

- Liaison with Proposer.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Proposer's performance.
- Schedule and conduct Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

11. **CONTRACT PERIOD:** The period of service shall commence upon execution of the Contract and continue for a period of Twenty-Four (24) months, unless otherwise terminated as provided in the resulting Contract.

12. DEBARRED OR SUSPENDED: The Proposer(s) certifies, by submitting of a Proposal in response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local, or federal department or agency.

In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporations(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

13. DRUG-FREE WORKPLACE: Preference shall be given to a business with Drug-Free Work Place (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the City for the procurement of professional services, a Proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

14. DUN & BRADSTREET REPORT REQUIREMENT: The City may review the Proposer(s) rating and payment performance to assist in determining a Proposer's responsibility when being evaluated for a contract award.

15. EQUAL EMPLOYMENT OPPORTUNITY: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation funds* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract and may result in the termination of this contract or such other remedy as the deems appropriate.

16. GOVERNMENTAL RESTRICTION: In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this RFP prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

17. SERVICE PROVIDER RELATIONSHIP: The successful Proposer is, and shall be, in the performance of all work, services, and activities under this Contract, a Service Provider and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the successful Proposer's sole direction, supervision, and control. The successful Proposer shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Proposer's relationship, and the relationship of its employees, to the City shall be that of a Service Provider and not as employees or agents of the City.

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

In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

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

No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

19. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of the plans, specifications, RFP or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the date and time set for opening Proposal responses See page RFP-4 of this solicitation package. After Proposal(s) are opened, the Proposer's shall abide by the decision of the City as to such interpretation.
20. **INSURANCE:** Proposer(s) shall provide and shall require all of its subcontractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Professional Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated on Page RFP-8. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.
21. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb County. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Service Provider and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.
22. **LEGAL REQUIREMENTS:** Proposers are required to comply with all provisions of Federal, State, County, local laws, RFP and ordinances, rules and regulations and any City rules, that are applicable to the items being solicited. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
23. **LOBBYING ACTIVITIES:** ALL PROPOSER'S PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws [GA R&R - GAC - Subject 111-1-2 VENDOR RELATIONSHIPS](#).
24. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb County and City of Stonecrest must have a current Dekalb County and City Local Business Tax Receipt issued by the Dekalb County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information

on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb County Tax Commissioner Office at (404) 371-2000 and City of Stonecrest at (770) 224-0200.

- 25. MISTAKES:** The Proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.
- 26. NON-COLLUSION STATEMENT:** By signing its Proposal, the Proposer certifies that its proposal is made independently and free from collusion. Proposer shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Proposer's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Proposer.

Failure of a Proposer to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia Corporations Division.

- 27. NOTICE:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City designates:

Procurement Official, Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

Proposer shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

28. OPEN RECORDS ACT:

The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

GEORGIA PUBLIC RECORDS ACT:

- (a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA shall make all public records, including bid proposals, open for personal

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inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

- (b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

CITY PUBLIC RECORDS AND REQUESTS:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 3120 STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT CITYCLERK@STONECRESTGA.GOV, OR BY TELEPHONE (770) 224-0200.

- 29. **PAYMENT:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. *Invoices must bear the Purchase Order Number.*

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City.

- 30. **PROPOSER'S COSTS:** The City shall not be liable for any costs incurred by Proposer's in responding to this RFP. All expenses involved with the preparation and submission of Proposal, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

31. PROPOSER PERFORMANCE REVIEWS AND RATINGS: The City Contract Administrator may develop a Proposer's performance evaluation report. This report shall be used to periodically review and rate the Proposer's performance under the contract with performance rating as follows:

- Excellent - Far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contact.
- Non-Compliance - Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Proposer subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Proposer shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Proposers performance reviews and subsequent reports will be used in determining the suitability of contract extension.

32. PROTEST PROCEDURES: In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the formal solicitation or award of a contract may protest to the City. Protestors shall seek resolution of their complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.
 1. *Timeliness.*
 - a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.
 - b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.
 - c. Untimely protests are invalid and shall be denied as such.
 2. *Contents of Protest.* The protest shall, at a minimum, be in writing and include the following information:
 - a. Identity and contact information of protestor;

- b. Appropriate identification of the subject solicitation or award;
 - c. Detailed statement of the legal and factual grounds of the protest;
 - d. Documentation supporting the protest and/or allegations;
 - e. Statement of the specific relief requested; and
 - f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.
3. Submission of Protests. All protests shall be submitted to the Procurement Official via registered mail, overnight delivery, or hand delivery.
 4. Protest Resolution. If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.
 5. Decision on Protest. The City Manager and/or Procurement Official shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager and/or Procurement Official will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.
 6. Appeals. Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.
 - a. Hearing. The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.
 - b. Decision. Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.
 - c. Finality. A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be

through the court.

7. *Stay of Procurement.* In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

33. QUALIFICATIONS OF SERVICE PROVIDER: The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Service Provider must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Service Provider's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Service Provider should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Service Provider to submit such information may be grounds for termination of any contract awarded to successful Service Provider. Service Provider shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

34. RELATED EXPENSES/TRAVEL EXPENSES: All costs are to be included in your Proposal. The City will not accept any additional costs.

35. RESERVATION FOR AWARD AND REJECTION OF PROPOSAL: The City reserves the right to accept or reject any or all Proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the RFP process. The City also reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Proposer whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Proposer, the following shall be considered when applicable: the ability, capacity and skill of the Proposer to perform as required; whether the Proposer can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Proposer; the quality of past performance by the Proposer; the previous and existing compliance by the Proposer with related laws and ordinances; the sufficiency of the Proposer's financial resources; the availability, quality and adaptability of the Proposer's supplies or services to the required use; the ability of the Proposer to provide future maintenance, service or parts; the number and scope of conditions attached to the RFP.

36. RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL - The Inspector General of the State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the Proposer. The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with

the Proposer as justification for termination.

- 37. SCRUTINIZED COMPANIES:** Georgia law specifies that certain suppliers identified as “Scrutinized Companies” are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 “Scrutinized Companies” Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 “Scrutinized Companies” Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 “Scrutinized Companies” Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at Procurement@stonecrestga.gov. The written request must include the company's name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the procurement professional must report the information to Procurement Official. by submitting an email to Procurement@stonecrestga.gov.

Anti-Boycott of Israel Activities: Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth \$100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

- 38. STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the Proposer's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the Georgia Corporations Division.

The City will review the Proposer's business status based on the information provided in response to this solicitation. If the Proposer is an out-of-state or foreign corporation or partnership, the Proposer should obtain the authority to conduct business in the State of Georgia.

- 39. TAXES:** The City is exempt from Federal Excise and State Sales taxes. Proposer doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City *unless an exemption is available to the Proposer*, nor shall any Proposer be authorized to use the City's Tax Exemption Number in securing such materials.

40. TAXPAYER IDENTIFICATION FORM: Prior to the execution of an agreement for the currently contemplated services, the selected Proposer will complete a Request for Taxpayer Identification Number and Certification Form (IRS Form W-9). The City will not make payment against the agreement until it has received the properly completed form.

41. TERMINATION:

Availability of Funds: If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Service Provider.

For Cause: If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Service Provider shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Service Provider to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Service Provider liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Service Provider under this Contract shall, at the option of the City, become the City's property and the Service Provider shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Service Provider, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Service Provider, and the City may withhold any payments to the Service Provider for the purpose of setoff until such time as the amount of damages due to the City from the Service Provider can be determined.

For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Service Provider thirty (30) days prior to the effective date of such cancellation.

Non-Performance: The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

42. WITHDRAWALS: Any Proposer may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

IX. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

PROPOSAL SUBMITTAL INSTRUCTIONS:

All proposals must be “uploaded” electronically via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>), prior to the 3:00 pm deadline. Proposal shall be in searchable PDF format, in response to this RFP, prior to the designated Proposal due date and time indicated in the solicitation. The City is not responsible for any late submittals.

Each Proposer must submit a full and complete response to all the items stated in the Evaluation Criteria and must fully comply with all applicable requirements of this Solicitation. Proposers shall use and submit any applicable or required forms provided by the City’s Procurement Department and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive. Any misinterpretation or failure to comply with instructions may lead to a Proposer’s Proposal being rejected. These directions and instructions have equal force and weight with the scope of work, specifications and strict compliance, which is required with all of these provisions.

Proposals must be signed by a person authorized to bind the Proposer to this solicitation, and proof of this authority must be included in the response. Responses must contain a letter or other clear evidence of such authority, and all other information requested or required by this solicitation, or as determined by the City.

Each Proposer is responsible for full and complete compliance with all laws, rules and regulations, which may be applicable.

NOTE: Price Proposals shall be submitted in response to this solicitation.

NOTE: LATE SUBMITTALS AND PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDNET’S PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.

CONFIDENTIAL MATERIAL/OPEN RECORDS AND EXEMPTION

The City is a public agency subject to Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A). Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Official Code of Georgia Annotated (O.C.G.A.) § 50-18-72(20)(A). Submittals may be included in a public records request response unless there is a declaration of “confidentiality” pursuant to the public records law and in accordance with the procedures in this section. Any confidential material(s) the Proposer/Proposer Team Member asserts is exempt from public disclosure under O.C.G.A must be labeled as “**Confidential**” and include a brief explanation should be given as to the legal basis for the exemption, must be marked with the specific O.G.C.A code and subsection asserting exemption from Public Records.

City of Stonecrest
Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

Material will not be treated as confidential if the Proposer/Proposer Team Member does not cite the applicable O.C.G.A allowing the document to be treated as confidential. Any materials that the Proposer/Proposer Team Member claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Proposer/Proposer Team Member does not comply with these instructions, the Proposer’s claim for confidentiality will be deemed as waived. Submitting confidential material may impact full discussion of your

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submission by the Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Evaluation Committee meeting.

No information about any submission will be released to the public until thirty (30) days after the process is complete and an agreement has been awarded, or this solicitation has been terminated. All submissions will become the property of the City, and the City is under no obligation to return submissions.

Copyrighted Materials Copyrighted material is not exempt from (O.C.G.A.) § 50-18-72(20)(A). Submission of copyrighted material in response to any solicitation will constitute a license and permission for the City to make copies (including electronic copies) as reasonably necessary for the use by staff and agents, as well as to make the materials available for inspection or production pursuant to (O.C.G.A.) § 50-18-72(20)(A).

X. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

To expedite the evaluation of proposals, proposals will be organized in the sequence provided below. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the Proposal.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals.

The Proposal must address all points outlined in the specifications of this RFP. The Proposal must provide clear and concise information of the Proposer's capability to satisfy the requirements of the RFP. Proposals should seek to avoid information in excess of that requested herein. Proposers should also review the evaluation criteria to ensure responses meet all expectations. The substance of the Proposal will carry more weight than their form or manner of presentation.

The pdf document should be titled with Proposer's name, bid number, and, if the response is submitted in parts, include "Parts # of x".

Interested Proposers are invited to submit one (1) complete Proposal containing the submission in a single file searchable PDF document. Proposal shall be indexed and all pages sequentially numbered, correspond with the table of content, *exclusive of cover*, tabs, dividers, and appendices. Proposal shall be limited to a **maximum of thirty (30) pages**, 8-1/2" x 11" page size, Type size shall not be less than 11-point size font, and margins shall be 1".

1. Executive Summary

Provide an Executive Summary which provides a brief narrative highlighting the overall experience and qualifications of the proposer, including proposers understanding and ability to perform the scope of services provided herein. The Executive Summary section is limited to a length of two (2) pages. In addition, provide the following information:

- The firm's name (include any dba names), address, person of contact, phone number, e-mail address.
- Headquarters and parent company locations, office located nearest to Stonecrest, Georgia.
- Identify the office from which the projects will be managed.
- Brief history of firm.
- A statement that firm is independent from the City.
- A statement as to why the firm believes itself to be the best qualified to perform the engagement.

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- A statement that the is firm and irrevocable offer.
- Acknowledgment of addenda if any.

2. **Table of Contents**

The table of contents shall outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the contents within the proposal.

3. **Profile of Firm**

Provide a brief description of the following:

- Provide a brief profile outlining the Proposer's expertise and experience, including experience performing the services requested herein and number of years of experience.
- Provide a description experience working with State, Federal, County, and/or Municipality governmental entities for similar size and scope of services.
- Provide a description of the Firm's special capabilities, techniques or resources that can contribute to projects of similar size and scope.
- Describe the local availability of personnel that will be assigned to work with the City.
- Point of Contact (POC) name, phone number, e-mail address.

4. **Qualifications and Experience of Team:**

The Proposer shall provide a brief description of the team's experience and ability to perform the scope of services herein.

Provide the following:

- Provide information for the key personnel who will be assigned to this project and who will be the primary responsible party performing the scope of services requested herein.
 - Resumes of staff to be assigned to perform the scope of services described herein, include the following;
 - Professional educational background and qualifications relevant to the scope of services described herein. Provide copies of professional engineering/civil engineering license.
 - Highlight relevant specialized experience (professional categories) relevant to performing the scope of services described herein (must be similar in nature, size, complexity and environment type specifically with respects to small organizations and government/municipality agencies).
 - Provide a detailed description of Firm's specific project management team, inclusive of sub-consultants anticipated to be utilized and assigned to work under this contract.

- Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach.

5. **Approach**

Proposers shall provide a description of Proposers' approach to accomplishing the scope of services described herein.

- Describe proposers' approach to becoming familiar with City operations.
- Describe proposer's methodology including specific procedures, or techniques to be used in performing the scope of services described herein.
- Provide a description of the process that will be used for ensuring compliance with State, Federal, Local and City regulations and requirements.
- Describe the manner in which the Firm intends to comply with and meet the anticipated deliverables as detailed in the scope of services.
- Provide a timeline schedule showing the proposed milestones for the project design.
- Describe Proposers' approach to the scheduling of work and prioritizing the City's requests.
 - Current workload and capacity.

6. **References: (See Attachment "A" – Proposer's Required Forms)**

Provide a minimum of three (3) client references, two (2) of which shall be municipalities or government for which the firm / individual has performed work of a similar nature to that solicited in this RFP. References shall be for services performed within a five (5) year period (current/past). The client's information shall include, as a minimum: name of company, contact person, address, and telephone number and a general description of the services performed, dates of services, initial costs of work, final costs of work, number of change orders, total completion time from receipt of Notice to Proceed (NTP) to Final Invoice Payment.

7. **Price Proposal: (See Attachment "B" Price Proposal Form)**

Price Proposals shall be submitted "electronically", uploaded as a separate document and labeled as "**Price Proposal**" (Fees). Price proposals will not be the sole or predominate factor of award.

Proposers shall submit a separate cost proposal for each of the sidewalk locations:

1. Salem Road
2. Fairington Road
3. Phillips Road
4. Iris Drive

Price Proposal shall contain all direct and indirect costs relative to performing the services (i.e. out-of-pocket expenses, miscellaneous office supplies, etc.) for each of the term of the agreement including renewal options. Price proposals **will not** be opened until the scheduled Evaluation Committee Meeting. Only the price proposals of the proposers meeting the seventy (70) points requirement will be opened. Negotiations may occur with the top-ranked most qualified firm.

The criteria for price evaluation shall be based upon the following formula: (Low Price / Proposer's Price) x Price Points = Proposer's Awarded Points.

X. REQUIRED FORMS

REQUIRED FORMS/ATTACHMENTS

Please make sure all of the forms provided in Attachment "A" – Proposer's Required Forms are complete, signed and included in your proposal submittal. **Please Note: Attachment "A" – Proposer's Required Forms *does not* count towards the proposal thirty (30) pages limitation.**

XI. EVALUATION AND SELECTION PROCESS

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to the Request for Proposal (RFP) and to establish the #1 Proposer.

Proposing firms must attain an average score of seventy (70) points or higher on the Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Proposal score, the Proposer will not move forward in the procurement process.

1. **PROCEDURE FOR RESPONSE EVALUATION AND SELECTION:**

The procedure for response evaluation and selection is as follows:

- a) Preliminary review of the Proposal by the Procurement Department for compliance with the submission requirements of the RFP, including verification that each proposal includes all required documents.
- b) The Evaluation Committee Member (EC) will evaluate each responsive Proposal in Bidnet. Evaluations will be in accordance with the requirements of the RFP.
 - Each EC member shall individually evaluate and award points in accordance with the Evaluation Criteria specified for each of the Categories based on the RFP. The points awarded for each Category will be totaled, ranked, and tabulated as described in Section XXII – Evaluation Criteria to determine the ranking order of the Proposers.
 - A minimum of three (3) firms will be shortlisted based on the ranking order (highest ranked firms).
 - If fewer than three (3) Responsive Proposals are received, the EC will recommend the Responsive Proposals they deem most highly qualified to be short-listed.
- c) At the committee's option, the Proposer's may be required to participate in presentations and/or an interview session. Oral presentations are to support what has been provided in the Proposal by each Proposer's and to exhibit and otherwise demonstrate and clarify and expand on the information contained therein.
- c) The City reserves the right, where it may serve the City's best interest, to request additional information and clarification from Proposer's.
- d) The EC may, at its sole discretion, shortlist the Proposer's.
- e) The EC shall make a recommendation. The EC may submit a recommended Proposer or shortlist the top firms and may require presentations by the highest ranked firms.
- f) The Procurement Official may submit a recommended Proposer or "shortlist" of a combination to the City Council, and may require presentations by the highest ranked firms to the City Council.

- g) If the City is unsuccessful in negotiating a Contract with the highest ranked Proposer, the City will attempt to negotiate a Contract with the next highest ranked firm (if needed).

The Procurement Department will present a recommendation for award to the City Council. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement (if applicable). The City's decisions will be final.

In general, the City wishes to avoid the expense to the City and to Proposers of unnecessary oral presentations/interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If oral presentations/interviews are scheduled with the Proposer(s), additional information will be provided to the top ranked firms.

2. **POINTS:**

1. Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II (if necessary) evaluation processes. The points indicated as Points Possible are the maximum that may be awarded for each Category. The points awarded for each Category will be totaled to achieve the Total Points awarded to each Proposer. The Proposer with the greatest cumulative of Total Points for the applicable phase will be ranked number 1, the next greatest total ranked number 2, etc.

A number 1 ranking is one point; a number 2 ranking is two points, etc. The individual scoring points from each committee member will be tabulated to arrive at the overall committee ranking.

The Proposer with the lowest total of ranking points will be the number 1 (top) ranked Proposer, the next lowest will be number 2, etc. The committee tabulation of the ranking points shall be the basis for determining the ranking order of the Proposers.

2. **Tie Proposals:**

Whenever a tie occurs for the top-ranking position after the Phase 2 evaluation, a Best and Final Offer will be requested from the top ranked Proposers. The Auditor Selection Committee will rescore using the method described in 1.

3. **Sole Proposal:**

In the event there is a sole Proposer, the Auditor Selection Committee shall evaluate the sole response, and provide a written determination whether the proposal meets the needs of the City and such Proposer is recommended for award.

XII. EVALUATION CRITERIA

1	<p><u>Profile of Firm</u></p> <ul style="list-style-type: none"> • Provide a brief profile outlining the Proposer’s expertise and experience, including experience performing the services requested herein and number of years of experience. • Provide a description experience working with State, Federal, County, and/or Municipality governmental entities for similar size and scope of services. • Provide a description of the Firm’s special capabilities, techniques or resources that can contribute to projects of similar size and scope. • Describe the local availability of personnel that will be assigned to work with the City. • Point of Contact (POC) name, phone number, e-mail address. 	<p><u>25</u> Possible Max. Points</p>
2	<p><u>Qualifications and Experience of Firm/Team/Individual:</u> The Proposer shall provide a brief description of the team’s experience and ability to perform the scope of services herein.</p> <p><u>Provide the following:</u></p> <ul style="list-style-type: none"> • Provide information for the key personnel who will be assigned to this project and who will be the primary responsible party performing the scope of services requested herein. <ul style="list-style-type: none"> ○ Resumes of staff to be assigned to perform the scope of services described herein, include the following; ○ Professional educational background and qualifications relevant to the scope of services described herein. ○ Highlight relevant specialized experience (professional categories) relevant to performing the scope of services described herein (must be similar in nature, size, complexity and environment type specifically with respects to small organizations and government/municipality agencies). • Provide a detailed description of Firm’s specific project management team, inclusive of sub-consultants anticipated to be utilized and assigned to work under this contract. • Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach. 	<p><u>30</u> Possible Max. Points</p>

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3	<p>Approach Proposers shall provide a description of Proposers' approach to accomplishing the scope of services described herein.</p> <ul style="list-style-type: none"> • Describe proposers' approach to becoming familiar with City operations. • Describe proposer's methodology including specific procedures, or techniques to be used in performing the scope of services described herein. • Provide a description of the process that will be used for ensuring compliance with State, Federal, Local and City regulations and requirements. • Describe the manner in which the Firm intends to comply with and meet the anticipated deliverables as detailed in the scope of services. • Provide a timeline schedule showing the proposed milestones for the project design. • Describe Proposers' approach to the scheduling of work and prioritizing the City's requests. <ul style="list-style-type: none"> ○ Current workload and capacity. 	<u>25</u> Possible Max. Points
4	<p>References: Provide a minimum of three (3) client references, two (2) of which shall be municipalities for which the firm / individual has performed work of a similar nature to that solicited in the RFP. References shall be for services performed within a five (5) year period (current/past). (All Firms that submit the required references will automatically receive 5 Points)</p>	<u>5</u> Points
5	<p>Price Proposal (Fees): (Low Price / Proposer's Price) x Price Points = Proposer's Awarded Points.</p>	<u>20</u> Possible Max. Points
6	<p>Oral Presentations: (if applicable)</p>	
TOTAL POINTS:		100 Points

Proposal's will be evaluated on a "best value" basis using the stated evaluation criteria listed below.

Point Value	Outstanding	Excellent	Good	Fair	Inadequate	Failed/ No Proposal
35	31-35	24-30	15-23	8-14	1-7	0
30	26-30	20-25	15-19	8-14	1-6	0
25	21-25	16-20	11-15	6-10	1-5	0
20	17-20	13-16	9-12	5-8	1-4	0
15	13-15	10-12	7-9	4-6	1-3	0
10	10	8-9	6-7	4-5	1-3	0
5	5	4	3	2	1-0	0

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Sidewalk Design Services



ATTACHMENT “A”

PROPOSER’S REQUIRED FORMS

Proposers are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Proposer’s submittal being deemed non-responsive, non-responsible and may be rejected.

Proposer **MUST** submit its bid response electronically and **MUST** confirm its submittal in order for the City to receive a valid response through *Bidnet*.



PROPOSERS CHECKLIST

Proposer's are expected to examine this RFP form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Proposer's risk.

All notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the RFP. All Proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each Proposer shall furnish the information required in accordance with the RFP solicitation and Attachment "A" Proposer's Required Forms.

Proposer's must complete, sign and submit with their Proposals, all forms herein. Failure to submit these forms will render such proposal's responses non-responsive.

PROPOSAL CHECK LIST:

Proposers are cautioned to check their proposal very carefully, using the following checklist:

- _____ Proposer's Certification Page signed and notarized
- _____ All required forms completed, signed and notarized (as applicable)
- _____ Price Proposal Form, including Hourly Rate.
- _____ Proposal Electronically submitted as specified

It is the Proposer's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.



PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General Terms and Conditions, Scope of Services, Proposal Submittal Instructions and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the Request for Proposal (RFP) at the prices or rates quoted in my proposal. I agree that my price proposal will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the responses. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Firm is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

PRINTED NAME AND TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

TYPE: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____



STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (<https://dor.georgia.gov/taxes/register-new-business-georgia>).

Company Name: (Legal Registration): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Does your firm qualify for SBE MBE or WBE status: SBE MBE WBE LOCAL

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or RFP pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal submittal complies with the full scope of this solicitation. If this section does not apply to your proposal, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: _____ **Signature:** _____

Title: _____ **Date:** _____



AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number

Date: _____

Authorized Signature / Name _____

Title _____ Federal Employer I.D. No. (FEIN): _____

_____ Dun and Bradstreet No.: _____

Legal Business Name _____ Website Address: _____

Principal Place of Business Address: _____
(City/County/State)

Telephone Number: _____

Type of Business/Organization (check appropriate box):

- (a) Sole Proprietorship Partnership Non-Profit Joint Venture Corporation
 Other - Specify _____
- (b) State of Incorporation: _____

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.



PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
of _____
(Name of Company)

SIGNATURE

DATE



CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Proposer's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Proposers **MUST** disclose with their proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposers company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your proposal submittal.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: _____

Title: _____

Signature: _____

Company/Firm Name: _____

Address: _____

Phone: _____

E-mail Address: _____

Date: _____



AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

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

1. _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

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

Other Identifying Number: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Commission Number

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Expires



DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the “Drug-free Workplace Act”, have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor’s employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

“As part of the subcontracting agreement with _____
(Contractor),
 _____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
 of _____
(Name of Company)

 Signature Date

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
“E-VERIFY”**

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number

Date of Authorization

BY: _____
(Authorized Officer or Agent)

Title

Date: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____



INDEMNIFICATION CLAUSE

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

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers’ Compensation Acts, disability benefit acts or other employee benefit acts.

Proposer’s Name

Signature

Date

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)



**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: _____
Title: _____
Signature: _____
Date: _____



INSURANCE

PROPOSER MUST SUBMIT PROOF OF INSURABILITY WITH THEIR PROPOSAL TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and effect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful Proposer must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

BIDDER REQUIRED REFERENCES

The Bidder shall provide three (3) references specific to providing Sidewalk Design Services in the State of Georgia. At least Two (2) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WILL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner’s name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER’S NAME: _____

CLIENT NO. 1 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO. 2 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO. 3 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:



**ATTACHMENT "B"
PROJECT NO. 1
SALEM ROAD**

PRICE PROPOSAL FORM

**ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120)
DAYS AFTER BID OPENING.**

RFP NO.: RFP-0010-25, Sidewalk Design Services

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The price(s) will apply for the entire term of the agreement. The price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Proposer will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B" - Price Proposal Form is not utilized by the Bidder, the bid shall be considered non-responsive.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Price Proposal Form with your own version.**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Price Proposal submitted is made in conformance with all requirements of the solicitation. In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____

Printed / Typed: _____ Title: _____

E-mail: _____

Date: _____ Phone: _____ Fax: _____

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Cost shall include staffing rates, all required, equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

SALEM ROAD SIDEWALK DESIGN PROJECT: Sidewalk Length – 1700 ft

DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details)	\$
2. Specifications	\$
3. Scope of Work of Bid	\$
4. Engineering Cost Estimate	\$
5. GDOT Encroachment Permit (where applicable)	\$
6. Utility Coordination before and during construction	\$
TOTAL COST:	\$



**ATTACHMENT "B"
PROJECT NO. 2
FAIRINGTON ROAD (PHASE II)**

PRICE PROPOSAL FORM
ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120)
DAYS AFTER BID OPENING.

RFP NO.: RFP-0010-25, Sidewalk Design Services

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The price(s) will apply for the entire term of the agreement. The price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Proposer will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B" - Price Proposal Form is not utilized by the Bidder, the bid shall be considered non-responsive.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Price Proposal Form with your own version.**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Price Proposal submitted is made in conformance with all requirements of the solicitation. In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____

Printed / Typed: _____ Title: _____

E-mail: _____

Date: _____ Phone: _____ Fax: _____

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Cost shall include staffing rates, all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

FAIRINGTON ROAD (PHASE II) SIDEWALK DESIGN PROJECT: Sidewalk Length – 1300 ft

DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details)	\$
2. Specifications	\$
3. Scope of Work of Bid	\$
4. Engineering Cost Estimate	\$
5. GDOT Encroachment Permit (where applicable)	\$
6. Utility Coordination before and during construction	\$
TOTAL COST:	\$



**ATTACHMENT "B"
PROJECT NO. 3
PHILLIPS ROAD**

PRICE PROPOSAL FORM

**ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120)
DAYS AFTER BID OPENING.**

RFP NO.: RFP-0010-25, Sidewalk Design Services

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The price(s) will apply for the entire term of the agreement. The price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Proposer will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B" - Price Proposal Form is not utilized by the Bidder, the bid shall be considered non-responsive.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Price Proposal Form with your own version.**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Price Proposal submitted is made in conformance with all requirements of the solicitation. In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____

Printed / Typed: _____ Title: _____

E-mail: _____

Date: _____ Phone: _____ Fax: _____

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Costs shall include staffing rates, all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

PHILLIPS ROAD SIDEWALK DESIGN PROJECT: Sidewalk Length – 700 ft

DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details)	\$
2. Specifications	\$
3. Scope of Work of Bid	\$
4. Engineering Cost Estimate	\$
5. GDOT Encroachment Permit (where applicable)	\$
6. Utility Coordination before and during construction	\$
TOTAL COST:	\$



**ATTACHMENT "B"
PROJECT NO. 4
IRIS DRIVE**

PRICE PROPOSAL FORM
ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120)
DAYS AFTER BID OPENING.

RFP NO.: RFP-0010-25, Sidewalk Design Services

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The price(s) will apply for the entire term of the agreement. The price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Proposer will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B" - Price Proposal Form is not utilized by the Bidder, the bid shall be considered non-responsive.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Price Proposal Form with your own version.**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Price Proposal submitted is made in conformance with all requirements of the solicitation. In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____

Printed / Typed: _____ Title: _____

E-mail: _____

Date: _____ Phone: _____ Fax: _____

This section of the Proposal should contain all pricing information related to performing design services as described in this Request for Proposal (RFP).

Costs shall include staffing rates, all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

IRIS DRIVE SIDEWALK DESIGN PROJECT: Sidewalk Length – 1300 ft

DELIVERABLES	TOTAL COST
1. Construction Plans for Bid (Including plan views, profile views, cross sections, erosion control details, utility plans, and construction details)	\$
2. Specifications	\$
3. Scope of Work of Bid	\$
4. Engineering Cost Estimate	\$
5. GDOT Encroachment Permit (where applicable)	\$
6. Utility Coordination before and during construction	\$
TOTAL COST:	\$



City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

SIDEWALK DESIGN SERVICES

RFP-0010-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. ONE
DATE: SEPTEMBER 25, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. ADD MICROSOFT TEAMS MEETING INFORMATION:

- **October 22, 2025, Proposal & Price Proposal Due Date and Time by 3:00 pm**
Electronic Request for Proposal responses shall be submitted via Bidnet (www.Bidnetdirect.com/georgia/cityofstonecrest). in PDF searchable format, in response to this RFP.

Proposals will be opened “Electronically” via Bidnet platform (www.Bidnetdirect.com/georgia/cityofstonecrest).at the date and time indicated above. This meeting will be conducted virtually via “Microsoft Teams” Platform and in person at City Hall, 3120 Stonecrest, Georgia 30038, Lithonia Conference Room. Proposer’s may attend this meeting in person, real time on a computer, laptop, cell phone or any other device with Wi-Fi access. Only the names of Proposer’s will be publicly read.

GET THE APP NOW AND BE READY BEFORE THE MEETING STARTS:
<https://www.microsoft.com/en-us/microsoft-teams/downloadapp>

Microsoft Teams meeting

Meeting ID: 278 274 458 128 2

Passcode: 4LS2Sv3P

Information on bid results and solicitations currently out to bid can be obtained on the City website:
<https://www.stonecrestga.gov/199/Procurement>

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Wednesday, October 22, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

NAME OF COMPANY

BIDDER'S

SIGNATURE DATE: _____



City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

SIDEWALK DESIGN SERVICES
RFP-0010-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. TWO
DATE: OCTOBER 17, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. PROPOSAL DUE DATE CHANGE:

ORIGINAL

- October 22, 2025, Proposal & Price Proposal Due Date and Time by 3:00 pm

REVISED

- October 31, 2025, Proposal & Price Proposal Due Date and Time by 3:00 pm

Information on bid results and solicitations currently out to bid can be obtained on the City website:
<https://www.stonecrestga.gov/199/Procurement>

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME

Addendum No. 2 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Friday, October 30, 2025.** For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

NAME OF COMPANY

BIDDER'S

SIGNATURE DATE: _____

Questions & Answers - 1

Solicitation RFP-0010-25 - Sidewalk Design Services
Buying Organization City of Stonecrest

No	Question/Answer	Question Date
Q1	<p>Question: RFP-0010-25 Questions</p> <p>Hello,</p> <p>When is the expected timeline for construction complete on the four sidewalk projects?</p> <p>Thank you,</p> <p>Nico Shen</p> <p>Answer: Upon approval of the recommendation for award, the awarded bidder will receive a Notice to Proceed, Copy of the fully executed contract, and Purchase Order. The timeline for construction will be determined at the pre-construction meeting.</p>	09/23/2025
Q2	<p>Question: RFP-0010-25 Questions</p> <p>Can you please verify the begin point for the Iris Drive Sidewalk. From Google Earth aerial, it looks like there is a recently built sidewalk about 320' west of the begin point shown in the RFP map. Please confirm that the intent is to begin where the map was showing vs. connecting the existing sidewalk. Thank you!</p> <p>Answer: New sidewalk will begin at the Driveway for the new Storage Facility – Extra space Storage, where the current sidewalk ends.</p>	09/25/2025
Q3	<p>Question: RFP-0010-25</p> <p>How wide of a corridor for the topo, and SUE?</p> <p>Answer: It is up to the Design Engineer to determine the width of survey required for the Design.</p>	09/29/2025
Q4	<p>Question: RFP-0010-25</p> <p>Does the survey will need to include Trees? If so, what is the size for tree survey?</p> <p>Answer: There are no Trees within the rights-of-way, sidewalk will be located within the existing rights-of-way.</p>	09/29/2025
Q5	<p>Question: RFP-0010-25</p> <p>Are the Survey and or SUE needs to follow GDOT spec?</p> <p>Answer: Survey is required for Sidewalk design and SUE are not required.</p>	09/29/2025
Q6	<p>Question: References</p> <p>On page 32 the words say three and the numbers says 5. Please clarify the minimum number of references.</p> <p>Answer: Three (3) references are required. Attachment "A" includes three reference forms.</p>	09/30/2025
Q7	<p>Question: Attachments</p> <p>Attachments A and B are not attached to the RFP? Where can we find them? This is on page 32 in items 6 and 7.</p> <p>Answer: Attachment "A" and "B" are attached to the solicitation under "Documents" tab. Please check the "Document Tab".</p>	09/30/2025

No	Question/Answer	Question Date
Q8	<p>Question: Sidewalk Construction Will all the sidewalks be designed and constructed at the same time?</p> <p>Answer: This will be finalized at the pre-construction meeting. Please refer to the scope of work.</p>	10/07/2025
Q9	<p>Question: Page Count Please clarify if Attachment B - Price Proposal Form is also excluded from the 30 pg maximum requirement.</p> <p>Answer: Attachment "B" is not included in the 30 page limit requirement.</p>	10/07/2025

Supplier Activity by Solicitation

Report Executed By: Tanisha Boynton

Report Executed On: 11-18-2025 08.38.39 AM

Solicitation Number: RFP-0010-25

					All Suppliers			
Solicitation Number	Title	Publication Date	Closing Date	Status	Notified	Document/ Plan Takers	Submitted Bids	Downloaded documents
RFP-0010-25	Sidewalk Design Services	09-10-2025	10-31-2025	Bids published	1,272	74	8	329
Totals					1,272	74	8	329