



**CITY OF STONECREST**  
**REQUEST FOR PROPOSALS**  
**(RFP)**

**RFP NO. 0003-25**

**Zoning Ordinance & Overlay District Rewrite**  
**Consultant Services**

**SOLICITATION ISSUE DATE: Tuesday, April 1, 2025**

**PROPOSAL DUE DATE: Tuesday, May 13, 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”
10. SUBSERVICE PROVIDER AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
11. INDEMNIFICATION CLAUSE
12. NON-COLLUSION STATEMENT
13. VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LIST
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ATTACHMENT “B” – PRICE PROPOSAL FORM

ATTACHMENT “C” – PROFESSIONAL SERVICE AGREEMENT ***SAMPLE***

## I. OBJECTIVE

The City of Stonecrest (City) invites qualified firms/Individuals to submit proposals to provide zoning ordinance and overlay district rewrite consultant services 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.

The City of Stonecrest is dedicated to continuing to provide the most exceptional municipal services to all its customers to continue improving the quality of life and public safety of all Stonecrest residents, businesses, and visitors. The City is looking for firms who share that similar dedication and will help the City achieve its goals.

## 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. Whether it's the annual Juneteenth celebration, the vibrant farmers' markets, or the lively concerts at the amphitheater, Stonecrest residents come together to create lasting memories.

Despite its young age, Stonecrest has carved its own identity and continues to evolve. With its commitment to diversity, economic growth, and community engagement, Stonecrest promises a bright future. It's a city where residents can pursue their dreams, families can thrive, and visitors can discover a hidden gem in the heart of Georgia.

The existing code can be accessed on the City's web site at;  
[https://library.municode.com/ga/stonecrest/codes/code\\_of\\_ordinances](https://library.municode.com/ga/stonecrest/codes/code_of_ordinances)

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### III. SCOPE OF SERVICES

1. Introduction:

The Consultant will assist City staff with the rewriting of the current Zoning Code of Ordinances and Overlay Districts for the City of Stonecrest, community engagements and presenting recommendations before the public and City Council. The Consultant will work with staff in ensuring the zoning code of ordinances and overlays are consistent and concise in form and based on State, Federal, Local regulations and City standards. Changes to the current ordinances and overlays are necessary to provide for a more conventional zoning standard in newer, largely built out areas, and implement standards that support walkable, mixed-use neighborhoods in the current and yet-to-be developed areas of the City and established neighborhoods.

2. Scope of Services:

The final work product will be developed in conjunction with City staff but the scope of work should include the following:

1. Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts:

1. The Consultant will work closely with City staff in producing a diagnosis of the existing Code of Ordinances and all overlay districts.
2. The Consultant will review for consistency between established zoning districts, regulations and existing conditions. The reviews will include but are not limited to the Stonecrest 2038 Comprehensive Plan, LCI Studies and any other related plans.
3. The Consultant will review and identify Plan Goals, Objectives and Recommendations to ensure the new Code of Ordinances and Overlays will be consistent and cohesive with planning documents.
4. The Consultant shall identify any issues that need further review and provide an outline for needed meetings that will establish content and regulations and any amendments.
5. The Consultant will review and make recommendations on all specific zoning districts and review all procedures and make recommendations on best practices to be incorporated for all boards and council. This should include the most efficient timeline while ensuring each board and council, as well as the public having adequate time to review and make informed decisions on proposals.

3. Task 2: Review of the Development Regulations:

The Consultant will review, update the current overlay districts and will create new districts that will reflect the internal process of the City.

4. Task 3: Review of the Overlay Districts:

The Consultant will review and update the overlay districts that will reflect the internal process of the City.

5. Task 4: Zoning Map:

The Consultant will update the zoning map to match new districts, amendments, overlay districts and other changes.

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6. Task 5: Review of the Fee Structure:  
The Consultant will review the current fee structure for development and permitting fees. The review will include but is not limited to recommendations for fees related to trades, building permits, engineering review fees, inspection and construction mitigations fees.
7. Task 6: Community Engagement/Public Outreach:  
The Consultant will develop a detailed public engagement outreach/participation plan designed to inform community stakeholders and the general public on the benefits of re-writing the zoning ordinance, as well as conducting regular meetings and web/social media interaction throughout the process. The Consultant will conduct five (5) stakeholder interviews. These may be conducted by conference calls or virtual meetings with the stakeholder groups.
8. Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts:  
The City of Stonecrest contains many unique areas that will warrant context-sensitive regulations. Staff will work with the consultant to identify these and new areas.
9. Task 8: Drafting the Document:  
The Consultant will prepare three (3) drafts of the zoning ordinance with overlays, including graphics, for review by staff and the stakeholder committee(s), culminating in a final version to be acted upon by the Planning and Zoning Commission and the City Council.
10. Task 9: Executive Summary Report:  
The Consultant will prepare executive summaries describing recommendations and a supporting document describing the process, meeting attendance, and stakeholder interviews.
11. Task 10: Presentations:  
Minimum Five (5). At least one of the five presentations shall include an informal, interactive session.
12. Task 11: Integration of the New Ordinance into User-Friendly Formats:  
The consultant will work with City staff as well as its information technology vendors to make the newly written ordinance accessible and interactive with the public.
13. Task 12: Staff Training:  
The Consultant shall provide resources to assist City staff with implementation of the new code through a 'start-up' period not to exceed three (3) months.
14. Task 13: Legal Review:  
Provide a legal opinion on the enforceability of the zoning ordinance.
15. Task 14: Deliverables:  
Digital copy of all documents, including 15 copies of the final report and zoning ordinance which includes the amended maps.

## 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](http://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](http://www.Bidnetdirect.com/georgia/cityofstonecrest)).

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

- April 1, 2025 through May 13, 2025 **Advertisement Period**
- April 18, 2025 **Deadline for Questions by 5:00 pm**
- May 13, 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](http://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](http://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: 215 420 137 527

Passcode: qX6KH6T3

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

- **TBD (May 2025)** – Evaluation of Proposal’s received.
- **TBD (May 2025)** – Oral Presentations (if needed)
- **TBD (June 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](mailto: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 **Friday, April 18, 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.

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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. 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](mailto:Procurement@stonecrestga.gov)

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## VIII. GENRAL 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-5 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.

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- 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 six (6) months, unless otherwise terminated as provided in the resulting Contract. At the option of the City, the Contract may be renewed for an additional one (1) year period.

**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

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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

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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.

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- 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

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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 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](mailto: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 contract.
- 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](mailto: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

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procurement professional must report the information to Procurement Official. by submitting an email to [Procurement@stonecrestga.gov](mailto: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.**

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Zoning Ordinance and Overlay District Rewrite Consultant Services

**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 submittal 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

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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".

**Please Note: Failure to meet the minimum qualification requirements shall result in the RFP not being considered for evaluation.**

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 firms name, address, person of contact, phone number, e-mail address.
- 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.
- 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/Individual**

Provide a brief description of the following:

- Provide a brief profile outlining the Proposer's expertise and experience, including experience performing zone ordinance and overlays rewrite consulting services., number of years of experience.
- Provide a description of relevant experience on previous similar projects working with State, Federal, County, and/or Municipality governmental entities.
- 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.
- Provide a description of proposer's ability to manage tasks simultaneously and expeditiously.

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- Provide a description of proposer’s process and method used to ensure State, Federal and Local government zoning and overlay rewrites rules, policies, and regulations are properly incorporated into current and past ordinances to ensure compliance.
- Describe the local availability of personnel that will be assigned to work with the City.

4. **Qualifications and Experience of Firm/Team/Individual:**

The Proposer shall provide a brief description of the firms/individual experience and ability to perform the scope of services herein. In addition, provide the following:

1. Resumes of staff to be assigned to perform the scope of services described herein, include the following;
  1. Professional educational background and qualifications relevant to the scope of services described herein.
  2. 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).

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 a new client’s operations.
- Describe proposer’s methodology including specific policies, 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 Proposer intends to segment public engagement.
- Describe Proposers’ approach to the scheduling of work and prioritizing the City’s requests.
  - Current workload and capacity.
- Describe Proposer’s understanding and approach to dealing with the effects of anticipated project constraints.
- Provide a detailed timeline consisting of anticipated actions that will be taken by the Proposer from the launch through completion assignments. The timeline must be reasonable and manageable.

6. **References: (See Attachment “A” – Proposer’s Required Forms)**

Provide a minimum of five (5) client references, three (3) 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 work performed and dates of performance.

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. Negotiations may occur with the top ranked most qualified firm. 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.

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><b><u>Profile of Firm/Individual</u></b> Provide a brief description of the following:</p> <ul style="list-style-type: none"> <li>• Provide a brief profile outlining the Proposer's expertise and experience, including experience performing zone ordinance and overlays rewrite consulting services., number of years of experience.</li> <li>• Provide a description of relevant experience on previous similar projects working with State, Federal, County, and/or Municipality governmental entities.</li> <li>• 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.</li> <li>• Provide a description of proposer's ability to manage tasks simultaneously and expeditiously.</li> <li>• Provide a description of proposer's process and method used to ensure State, Federal and Local government zoning and overlay rewrites rules, policies, and regulations are properly incorporated into current and past ordinances to ensure compliance.</li> <li>• Describe the local availability of personnel that will be assigned to work with the City.</li> </ul>	<p style="text-align: center;"><u>25</u> Possible Max. Points</p>
2	<p><b><u>Qualifications and Experience of Firm/Team/Individual:</u></b> The Proposer shall provide a brief description of the firms/individual experience and ability to perform the scope of services herein. In addition, provide the following:</p> <p>Resumes of staff to be assigned to perform the scope of services described herein, include the following;</p> <ol style="list-style-type: none"> <li>1. Professional educational background and qualifications relevant to the scope of services described herein.</li> <li>2. 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).</li> </ol>	<p style="text-align: center;"><u>25</u> Possible Max. Points</p>
3	<p><b><u>Approach</u></b> Proposers shall provide a description of Proposers' approach to accomplishing the scope of services described herein.</p> <ul style="list-style-type: none"> <li>• Describe proposers' approach to becoming familiar with a new client's operations.</li> <li>• Describe proposer's methodology including specific policies, procedures, or techniques to be used in performing the scope of services described herein.</li> <li>• Provide a description of the process that will be used for ensuring compliance with State, Federal, Local and City regulations and requirements.</li> <li>• Describe the manner in which the Proposer intends to segment public engagement.</li> <li>• Describe Proposers' approach to the scheduling of work and prioritizing the City's requests. <ul style="list-style-type: none"> <li>○ Current workload and capacity.</li> </ul> </li> </ul>	<p style="text-align: center;"><u>35</u> Possible Max. Points</p>

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	<ul style="list-style-type: none"> <li>Describe Proposer's understanding and approach to dealing with the effects of anticipated project constraints.</li> <li>Provide a detailed timeline consisting of anticipated actions that will be taken by the Proposer from the launch through completion assignments. The timeline must be reasonable and manageable.</li> </ul>	
4	<b>References:</b> Provide a minimum of five (5) client references, three (3) 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). <b>(All Firms that submit the required references will automatically receive 5 Points)</b>	<u>5</u> Points
5	<b>Price Proposal (Fees):</b> (Low Price / Proposer's Price) x Price Points = Proposer's Awarded Points.	<u>10</u> Possible Max. Points
6	<b>Oral Presentations: (if applicable)</b>	
	<b>TOTAL POINTS:</b>	<b>100 Points</b>

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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## 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:

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

**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.**

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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

Authorized Signature / Name \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Federal Employer I.D. No. (FEIN): \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_ 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.

**(SEAL)**

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
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: \_\_\_\_\_



### Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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)**



## NON-COLLUSION STATEMENT

By signing its Proposal, the Proposers certifies that its Proposal is made independently and free from collusion. Proposers shall complete and submit the Non-Collusion Affidavit Form, 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 Proposers 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.

### ACKNOWLEDGED BY:

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company/Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-Mail Address

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: \_\_\_\_\_



## **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 affect 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 Five (5) references specific to providing Zoning Ordinance & Overlay District Rewrite Consultant Services in the State of Georgia. At least Three (3) 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. 4** - 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: \_\_\_\_\_

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Description of work that was self-performed by Bidder:

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**CLIENT NO. 5** - 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:

\_\_\_\_\_

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\_\_\_\_\_



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

**RFP NO.:** 0003-25, Zoning Ordinance and Overlay District Rewrite Consultant 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 consultant services as described in this Request for Proposal (RFP).

If it should become necessary for the City of Stonecrest to request the Consultant to perform additional work as a result of the specific recommendations during this engagement, then such additional work shall be performed only upon mutual agreement between the City and the Firm. Any such additional work agreed to between the City of Stonecrest and the firm shall be performed utilizing the rates set forth below.

Hourly rates include 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.

<b>HOURLY BILLING RATE</b>	
<b>Consultant Services</b>	<b>\$ Per Hour</b>
<b>TASK'S: Total cost for each task to be performed by Consultant</b>	
<b>Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts</b>	\$
<b>Task 2: Review of the Development Regulations</b>	\$
<b>Task 3: Review of the Overlay Districts</b>	\$
<b>Task 4: Zoning Map</b>	\$
<b>Task 5: Review of the Fee Structure</b>	\$
<b>Task 6: Community Engagement/Public Outreach</b>	\$
<b>Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts</b>	\$
<b>Task 8: Drafting the Document</b>	\$
<b>Task 9: Executive Summary Report</b>	\$
<b>Task 10: Presentations</b>	\$
<b>Task 11: Integration of the New Ordinance into User-Friendly Formats</b>	\$
<b>Task 12: Staff Training</b>	\$
<b>Task 13: Legal Review</b>	\$
<b>Task 14: Deliverables</b>	\$
<b>TOTAL COST:</b>	\$

**PROFESSIONAL SERVICES AGREEMENT FOR  
ZONING ORDINANCE AND OVERLAY DISTRICT REWRITE CONSULTANT  
SERVICES**

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This Professional Services Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and \_\_\_\_\_ ("Contractor").

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing zoning ordinance and overlay district rewrite consultant services; and

**WHEREAS**, the City of Stonecrest sought proposals from qualified firms for \_\_\_\_\_; and

**WHEREAS**, the City desires to engage \_\_\_\_\_, and \_\_\_\_\_ agrees to render certain \_\_\_\_\_ to the City pursuant to the terms and conditions set forth below.

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

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit A** ("Services"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City by December 31, 2024. ("Initial Term"). ~~This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed one (1) year, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.~~

#### **4. RELATIONSHIP OF THE PARTIES.**

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

#### **5. WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

#### **6. TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY"



paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
  - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
  - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.
13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting

problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

**14. WORK ON THE CITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**15. CONFLICTS OF INTEREST.** Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

**16. CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

**17. ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

**18. ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

**19. GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**20. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [jallenjackson@stonecrestga.gov](mailto:jallenjackson@stonecrestga.gov)

**With copies to:**

City Attorney  
Denmark Ashby, LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

CONTRACTOR NAME  
CONTRACTOR ADDRESS  
CONTRACTOR EMAIL

**21. NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

**22. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**23. INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

**24. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

**25. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

**26. ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**27. CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

**IN WITNESS WHEREOF,** said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CITY OF STONECREST, GEORGIA,**

BY:

TITLE:

[Seal]

ATTEST (sign here):

Name (print):

DATE:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

Executed on behalf of:

**CONTRACTOR,**

BY (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**  
**SERVICES**

SAMPLE

**EXHIBIT B**  
**COST PROPOSAL**  
(See Exhibit A)

SAMPLE



## **EXHIBIT C**

### **RISK MANAGEMENT REQUIREMENTS**

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### **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.

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.

## EXHIBIT D

### DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is

\_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**EXHIBIT E**  
**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Date

## EXHIBIT F

### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name: \_\_\_\_\_

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 has 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.

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.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## Questions & Answers - 1

### Solicitation

RFP-0003-25 - Zoning Ordinance & Overlay District Rewrite Consultant Services

### Buying Organization

City of Stonecrest

No	Question/Answer	Question Date
Q1	<p><b>Question: Formatting</b></p> <p>Will the cover page, table of contents, tabs/section dividers, and appendices be excluded from the page limit?</p> <p><b>Answer:</b> No. As indicated on page RFP-26: Proposal shall be indexed and all pages sequentially numbered, correspond with the table of content, exclusive of cover, tabs, dividers, and appendices.</p>	04/15/2025
Q2	<p><b>Question: Formatting</b></p> <p>Can we use a smaller font size than 11-points for footers, tables, and charts?</p> <p><b>Answer:</b> Font size less than 11-points for footers, tables, and charts is acceptable. However, all other information provided in the proposal "Type size" shall not be less than 11-point size font.</p>	04/15/2025
Q3	<p><b>Question: Formatting</b></p> <p>Can graphics/images bleed out of the 1-inch margin? Does this only apply to text?</p> <p><b>Answer:</b> Graphics and Images shall remain within the 1-inch Margins.</p>	04/15/2025
Q4	<p><b>Question: RFP Question - References specification</b></p> <p>Page RFP-27 notes: "Provide a minimum of five (5) client references, three (3) 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 work performed and dates of performance." Page RFP-31 states, in the evaluation criteria, "Provide a minimum of five (5) client references, three (3) 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)."</p> <p>The form "Bidder Required References" in Attachment A states (emphasis added): "The Bidder shall provide Five (5) references specific to providing Zoning Ordinance &amp; Overlay District Rewrite Consultant Services in the State of Georgia. At least Three (3) reference shall be a local, county, state, or federal entity "</p> <p>Please clarify whether the five references are required to be for work performed for entities within the state of Georgia. For example, would a reference from a local government in Alabama for a similar project qualify as one of the five references?</p> <p><b>Answer:</b> Yes, a reference from a local government performing similar project work will qualify as a reference.</p>	04/18/2025
Q5	<p><b>Question: Project Budget</b></p> <p>What is the budget for this project?</p> <p><b>Answer:</b> The current budget is \$150,000. However, we will work with the chosen team that has proven through the process to provide quality work.</p>	04/18/2025

No	Question/Answer	Question Date
Q6	<p><b>Question: Legal Review</b></p> <p>For the legal review, Task 13, is the expectation that the consultant will provide legal services or will we be expected to work with the City's legal team?</p> <p><b>Answer:</b> The desired expectation is for the chosen consultant team to consult with a legal team to review the completed document for legal stability.</p>	04/18/2025

# Supplier Activity by Solicitation

Report Executed By: Tanisha Boynton  
Report Executed On: 06-16-2025 12.04.36 PM

Solicitation Number: RFP-0003-25

					All Suppliers			
Solicitation Number	Title	Publication Date	Closing Date	Status	Notified	Document/ Plan Takers	Submitted Bids	Downloaded documents
RFP-0003-25	Zoning Ordinance & Overlay District Rewrite Consultant Services	04-01-2025	05-13-2025	Bids published	1,369	21	3	56
Totals					1,369	21	3	56