

CITY OF STOCKBRIDGE



**RFP # 16RFP101216-DRR
BRANDING SERVICES**

**RFP ISSUANCE DATE:
OCTOBER 12, 2016**

**PRE-PROPOSAL CONFERENCE DATE:
OCTOBER 26, 2016 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:
NOVEMBER 1, 2016 @ 3:00 P.M. EST**

**RFP DUE DATE AND TIME:
NOVEMBER 15, 2016 @ 12:00 P.M. EST (NOON)**

PROPONENTS INTERVIEWS WILL BE CONDUCTED DURING 11/21/16 – 11/23/16

**ALL INQUIRIES MUST BE DIRECTED TO:
Donald R. Riley, CPPB, Procurement Specialist
VIA E-MAIL AT: DRILEY@CITYOFSTOCKBRIDGE-GA.GOV**

**LOCATION: CITY OF STOCKBRIDGE FINANCE DEPARTMENT
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

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INFORMATION AND INSTRUCTIONS

- 1. Services Required:** This Request for Proposals (“RFP”) from qualified Proponents (“Proponent” or “Proponents”) by the City of Stockbridge (“City”) is seeking a Branding/Marketing and Design Services for Stockbridge, Georgia. A detailed Scope of Services (“SOS”) is set forth in this RFP.
- 2. Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Proponent acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this RFP by reference.
- 3. Minimum Qualifications:** Each Proponent and team member shall have the minimum experience set forth in this RFP.
- 4. Authority to Transact Business in Georgia:** Each Proponent must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
- 5. No Offer by City and Firm Offer by Proponent:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This solicitation is only an invitation for offers from interested Proponents and no offer shall bind the City. A Proponent’s offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City’s Code of Ordinances and other applicable law.
- 6. Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and fifty (150) calendar days from the Proposal Submission Deadline and must be marked as such.
- 7. Proposal Submission Deadline:** Responses to this RFP must be received by the City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, no later than **12:00 P.M., Eastern Standard Time (EST) (NOON) on Tuesday, November 15, 2016.** Any Proposal received after this time will not be considered and will be rejected and returned.
- 8. Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Wednesday, October 26, 2016 at 10:00 A.M., E.S.T.** at the City of Stockbridge – City Hall, 4640 N. Henry Boulevard, 2nd Floor – City Council Chambers, Stockbridge, Georgia 30281. Attendance at the Pre-Proposal Conference is voluntary for Proponents responding to this RFP; however, Proponents are encouraged to attend. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions raised by potential Proponents will be discussed. Verbal answers to questions during the Pre-Proposal Conference will not be authoritative. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

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- 9. Solicitation Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to Donald R. Riley, CPPB, Procurement Specialist, City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, or emailed to driley@cityofstockbridge-ga.gov, on or before **Tuesday, November 1, 2016 at 3:00 P.M. EST.** Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Proponents by addendum. Verbal responses are not authoritative. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at www.cityofstockbridgega.com. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of Proponents are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City of Stockbridge Finance Department.
- 10. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Proponents.
- 11. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."
- 12. Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Section 9: Insurance. Proponent must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Proponent, if any. For purposes of this section, "Proponent" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each joint venture partner if Proponent is a joint venture.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the Financial Information disclosed by Proponent and attached to this RFP. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it Proponent.
- 14. Sub-Contractors and Manufacturers:** Proponents are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-Contractors. City reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

15. Examination of Proposal Documents:

- 15.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal;
- 15.2. Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time;
- 15.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum; and
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the RFP in its entirety.

16. Oral Presentations/Interviews: Responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. Representatives of the Key Personnel as identified in the Proponent's proposal, and those with decision making ability and authority speak on behalf of and to bind the Proponent, must be active participants in the oral presentation. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion. **Interviews will be conducted during November 21 – 23, 2016.**

17. Award and Execution of Agreement: If the City awards an Agreement pursuant to this solicitation, the City will prepare and forward to the successful Proponent an Agreement for execution. All Proponents should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Proponents response to the Request for Proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Proponent should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the successful Proponent by the City of Stockbridge City Council, the City will provide the Proponent with five (5) unsigned agreements. The Proponent shall execute and return to the City five (5) signed agreements, with required insurance certificates and other documents as listed in this RFP or required by the City, within ten (10) calendar days of receipt of the contracts.

18. Multiple Awards: The City reserves, in its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

19. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia

Security and Immigration Compliance Act. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Proposal at the time of submission. Under state law, the City cannot consider any Proposal which does not include the completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.

20. **Business License:** Proponent is requested to submit a copy of its current, valid business license with its Proposal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid county or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
21. **Professional License:** Proponent must attach a copy any professional license required by this RFP with its response.
22. **Authority to Transact Business in Georgia:** Each Proponent must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
23. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
24. **Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP #16RFP83016-DRR, Professional Architectural Engineering & Design Services for Stockbridge, Georgia. Except as stated in this RFP, Information and Instructions to Proponents, and the Notice to Proponents concerning Conflicts of Interests, successful Proponents under this RFP are not precluded from responding to such solicitations.
25. **Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by the City of Stockbridge. Exemption certificates are furnished upon request.
26. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the

successful Respondent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

- 27. Negotiations; Best and Final Offers:** The City reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The City may require the submission of Best and Final Offers. The City may require that this RFP and Proponent's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Proponent during discussions or negotiations may be held by the City as contractually binding upon Proponent. The City may seek clarification from a Proponent at any time during the procurement process, and failure of a Proponent to timely respond may be cause for rejection of Proponent's proposal.

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SUBMITTAL CHECKLIST

RFP #16RFP101216-DRR, Branding Services

SUBMITTAL CHECKLIST

1. Use the submittal checklist to verify that all required information is included in your proposal;
2. It is the sole responsibility of each proponent to ensure that their proposal is inclusive of all submittals outlined below or elsewhere in this RFP;
3. **Failure to submit any of the items below may cause rejection of the proposal;**
4. The proposal documents must be submitted as follows: one (1) Original Technical Proposal marked "Original" and five (5) identical copies including all required attachments; and five (5) digital version of the Technical Proposal in Adobe Portable Document Format ("PDF") on a Compact Disk ("CD")/ Flash Drive ("FD") and labeled with the Name and Number of the RFP;
5. The City assumes no liability for the differences in the information contained in the Proponents printed proposal submission and that contained on the CD/FD. In the event of any discrepancy, the City will rely upon the information in the printed proposal submission;
6. The Cost Proposal must be submitted in a Separate and Sealed envelope. Do not include Cost in the Technical Proposal. Any modification to the Cost Proposal may result in a proposal being deemed Non-Responsive; and
7. The City shall not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

<u>DOCUMENTATION DESCRIPTION</u>	<u>INITIAL IF INCLUDED</u>
1. ADDENDA (IF APPLICABLE)	_____
2. SUBMITTAL CHECKLIST (THIS FORM)	_____
3. PROPOSAL (1 ORIGINAL & 5 COPIES) (5 DIGITAL COPIES)	_____
4. COST PROPOSAL (ATTACHMENT 2) (SEPARATE SEALED ENVELOPE)	_____
5. REQUIRED FORM SUBMITTALS (APPENDIX C)	_____
FORM 1: NON-COLLUSION BIDDING CERTIFICATE	_____
FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR	_____
FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION	_____
FORM 4: INELIGIBILITY CERTIFICATE	_____
FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE	_____
FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION	_____
FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION	_____
FORM 8: CERTIFICATION REGARDING LOBBYING	_____
FORM 9: PROPOSAL SUBMITTAL LETTER	_____
FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT/AGREEMENT	_____
FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT	_____
FORM 12: REFERENCE AND RELEASE FORM	_____
6. BUSINESS LICENSE	_____
7. W-9 FORM	_____
8. FINANCIALS (SEPARATE SEALED ENVELOPE)	_____

Printed Name	Title	Date
Signature	Firm Name	
Phone Number	Email Address	

INTRODUCTION

RFP #16RFP101216-DRR BRANDING SERVICES FOR THE CITY OF STOCKBRIDGE, GEORGIA

The City Council of Stockbridge, Georgia (City) requests qualified firms with proven experience in brand development and execution to submit proposals for RFP #16RFP101216-DRR, Branding Services for Stockbridge City, Georgia. The City is seeking a qualified consultant to provide a full range of branding services from brand assessment, to brand strategy and marketing to encourage more work, play and stay in the City.

1. INTRODUCTION

1.1 BACKGROUND

The City of Stockbridge is located in the northern part of *Henry County, Georgia* which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, Dekalb, Newton, Rockdale and Spalding Counties. Stockbridge is a diverse city of approximately 26,071 residents located just 15 minutes south of Hartsfield-Jackson Atlanta International Airport. The city operates with a staff of 70 full-time employees and a combined operating and capital budget of \$22 million. The City serves an area of 13.31 square miles. The City is financially healthy, has no city property taxes and is funded primarily through local option sales tax revenues and other tax revenues and fees. It has a relaxed, small town atmosphere, but with all the amenities of a major metropolitan area. An attractive lifestyle, business opportunities, a fine public educational system including a four year college, and a great deal of tourism located all within the City limits. Stockbridge is a highly attractive place to live, work and play. Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. The Mayor and City Council members are elected at large. This elected body is responsible for the active coordination of community resources, to anticipate problems and meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the smooth and efficient delivery of City Services. All activities and functions of the City are administered by the City Manager and City Clerk and are under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

1.2 OBJECTIVE

- 1.2.1 The City desires to enter into a Professional Services Agreement with a qualified firm who can provide a brand assessment, create a brand identity, develop a brand strategy and messaging to implement on all City levels

identified;

- 1.2.2 To create mission, messaging and branding statements that will shape current and future communication efforts by the City;
- 1.2.3 To identify and promote what makes Stockbridge City distinct and appealing in a regionally competitive environment for investors, businesses, retailers, visitors and residents;
- 1.2.4 To promote a healthy economy, attract private investment, new residents and young professionals, and retain key businesses;
- 1.2.5 To develop a brand that is flexible and adaptable in order to meet the needs of a variety of departments and municipal functions within the City as well as groups and businesses within the overall brand; and
- 1.2.6 To implement a brand that is authentic and resonates with citizens, businesses, and community groups within the City and throughout the region in order to gain the broadest possible support for the initiatives.

1.3 INTENT TO AWARD

The City intends to award to one (1) Proponent who can provide all of the required services. However, the City reserves the right to make one (1) award, multiple awards or no award for RFP #16RFP101216-DRR, Branding Services for Stockbridge City, Georgia.

1.4 TERM OF AGREEMENT

The Contract shall commence within ten (10) calendar days after receipt of written notice to proceed. The term of this Agreement shall be for one (1) year. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the City on December 31st of the year in which it was executed and ending prior to December 31st of the following year, as required by O.C.G.A. § 36-60-13, unless amended to extend or terminated earlier in accordance with the termination provisions of this agreement.

1.5 CONFLICT OF INTEREST NOTICE TO PROPONENTS

- 1.5.1 Consultant shall not be affiliated with any potential vendor or show any bias toward any particular company or provider;
- 1.5.2 All firms, Sub-consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the City's Projects

shall be made to the City in the technical response of the firm's proposal, and in advance of assignment so that real or potential conflicts of interest can be avoided. The City reserves the right to identify any area where a conflict of interest may require limitation of potential proponents; and

- 1.5.3 In any circumstance where Proponent, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another contract with the City and a dispute, claim or conflict of interest arises between the City and such provider under this agreement or another contract, the City may in its sole determination and discretion, suspend all existing work under this Agreement and may or may not issue any further work to the Provider under this Agreement unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Provider shall not be entitled to any additional costs of any kind resulting from such action except that Provider may be paid for any authorized Services provided to the City under this Agreement prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Agreement, any other contract or as may be available under applicable law.

1.6 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 1.6.1 Consultant must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Proponent to provide information concerning the responsibility of any sub-consultant or Sub-Contractor may result in a finding that the Proponent is not responsible;
- 1.6.2 All proposed sub-consultants and sub-contractors must be listed in the Proponents response. Proponent shall ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of services. The City reserves the right to approve all sub-contractors and sub-consultants;
- 1.6.3 Consultant must have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all Sub-Consultants and Sub-contractors engaged in the work of this RFP. The lack of a valid license from the Consultant or any Sub-consultant or Sub-Contractor shall be grounds for default,

and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event Consultant, a Sub-consultant or Sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect; and

- 1.6.4 All sub-consultants and sub-contractors must be approved by the City prior to performing. Consultant must receive written permission to add sub-consultants or sub-contractors not initially submitted with Proponent's response. Sub-consultants and sub-contractors shall not sub-contract any portion of their work pursuant this RFP without the written consent of the City. Failure of the Consultant to obtain from the City prior approval of each sub-consultant or sub-contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Contractor(s) and all permissible sanctions against the Consultant.

2. SCOPE OF SERVICES

The City is seeking Branding Services for Stockbridge City, Georgia as specified in this RFP and Attachment 1, Scope of Services (SOS), attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

Proponent shall satisfactorily demonstrate significant experience with governmental agencies in the area of branding services. Proponent must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

- 3.1 The firm must have been in business for at least five (5) years;
- 3.2 The firm must have proven experience in branding campaigns, including the development and execution of market research, idea gathering, logo creation and the development of marketing strategies to carry out the branding process;
- 3.3 The firm must submit five (5) examples of successful brand projects that you have worked on during the past five (5) years where you have developed a brand, tagline, brand implementation strategy (i.e. experience with way-finding, signage design, pre-design/fabrication of signage implementation and strategies for placement);
- 3.4 The firm must have experience with at least one (1) of the following government agencies (state, City, or local level); and

3.5 The firm must have experience conducting community meetings, focus groups, consumer research and surveys.

4. EVALUATION PROCESS

The City desires to select the Consultant whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Relative Weight	Evaluation Criteria	Scoring Value Max. Points
5%	Executive Summary	5%
25%	Technical and Management Approach	25%
15%	Experience and Qualifications of Firm and Team	15%
30%	Experience and Qualifications of Key Staff	15%
30%	Experience and Performance on Other Projects	15%
10%	Cost Proposal	10%
85%	POINTS	85%
15%	Oral Presentation and Product Demonstrations	15%
100%	TOTAL EVALUATION POINTS	100%

5. PROPOSAL PREPARATION AND GUIDELINES

5.1 PROPOSAL FORMAT

Proponents are required to submit their proposals in the following format:

- 5.1.1 **Technical Proposal.** Proponents are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP and shall be tabbed to identify the specific components. All forms required by the City or provided by Proponent should be included. Please do not include any cost of any kind in this section; and
- 5.1.2 **Cost Proposal.** The Cost Proposal Form affixed hereto as Attachment B must be completed in its entirety and returned in a Separate and Sealed Envelope with Proponent's proposal. The Cost Proposal Form will become a part of the Professional Services Agreement attached to this RFP following negotiations, if any, pursuant to any award. The City may solicit Best and Final Offers, and discussions may be conducted with responsible proponents who submit proposals determined reasonably susceptible to being selected for award. The cost is to be inclusive for all resources provided by the Proponent. All costs, direct and indirect, including those for travel and lodging expenses, are to be incorporated within the total project cost and will not be paid in addition to or separately from the total project cost. Please do not include exceptions to the RFP in the sealed Cost Proposal.

5.2 CONTENTS OF TECHNICAL PROPOSAL

The Proposal shall include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use best judgment. The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with suggested a total page limit of 100 pages (excluding the Required Form Submittals).

- 5.2.1 **Letter of Transmittal.** Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative

statement of the Proponent's approach to providing the Services solicited in this RFP.

5.2.2 Executive Summary. The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

5.2.2.1 Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, email, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

5.2.2.2 The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City; and

5.2.2.3 A declarative statement as to whether;

5.2.2.3.1 Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

5.2.2.3.2 Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;

5.2.2.3.3 Proponent has failed to complete work or a contract awarded to proponent. If so, please provide an explanation; and

5.2.2.3.4 Proponent or any of the Proponent's employees, agents, independent contractors or Sub-Contractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.

5.2.2.4 Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

5.2.5 Technical and Management Approach. Proponent should describe the procedures and methods that will produce the required outcomes for the project specified herein. Proponent should explain its approach in terms of management, organization, process, tools and techniques, staff and quality assurance/quality control. Such information should include but not be limited to:

5.2.5.1 Provide a brief description of your company's structure and capabilities;

5.2.5.2 Describe in detail your approach and process for brand development; and

5.2.5.3 Provide a detailed schedule with your proposal for the project which includes critical milestones;

5.2.4 Experience and Qualifications of Firm and Team. Proponent shall provide the following:

5.2.4.1 Provide a delineation of the roles assigned to the team members and all proposed Sub-consultants;

5.2.4.2 Provide an organizational chart of proposed team indicating the role each team member will fulfill (11" x 17" paper allowed);

5.2.4.3 Describe team members experience working together in a blended, integrated team environment;

5.2.4.4 The Proponent shall identify any outside specialized Consultants that intends to use as a Sub-contractor for the management of the work, or major portion thereof. The Proponent shall submit information on the Sub-contractor, which shall include: specialized Sub-contractor's resume, company history, address, details of experience with similar type of municipal or city projects during the last five (5) years, and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP; and

5.2.4.5. Describe the Proponent's current ability to effectively and conveniently perform the Scope of Services and to

coordinate its efforts with the City and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at the company's supporting offices. Also, list Proponent's geographical location of the office that will be primarily responsible for assigned projects, and where the work will be accomplished.

5.2.5 Experience and Qualifications of Key Staff. Provide the names, education, certifications, licenses and registrations for individuals who will be assigned to the project as Key Staff. Also, describe each participant's experience on projects of similar size and scope as required by this RFP, including but not limited to the following:

5.2.5.1 Provide an experience matrix that summarizes the involvement of the named Key Staff on projects listed in the Proponent's experience matrix over the last five (5) years. (11" x 17" sheet of paper allowed);

5.2.5.2 Provide resumes showing professional qualifications for Key Staff. List five (5) relevant projects, including: Client name and location; Project description; Role of the individual; Project actual or expected completion date; and Reference Contacts; and

5.2.5.3 Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Staff or Team Members during the course of the project, Proponent must describe its backup personnel plan.

5.2.6 Experience and Performance on Other Projects. Describe the Proponent's experience and qualifications in providing services as widely described in the Scope of Services.

5.2.6.1 Separately list any projects or contracts that the proposed team has worked on together in the last five (5) years;

5.2.6.2 Proponent must provide a narrative description of at least five (5) projects that demonstrate Proponent's capacity and experience with projects similar in type and scope as those required by this RFP. Each example should include the following: Name of organization/project owner, location,

contact information, project size and scope, description of project work performed by various team members; and

5.2.6.3 Provide five (5) governmental entity references for which you have provided services similar in size and scope. References are to be provided utilizing the References and Release Form attached hereto as Form 12.

5.2.7 Financial Information Forms. To facilitate the City's efforts to evaluate, verify, and understand the Proponent's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Proponent must provide accurate and legible financial disclosures to the City as requested below. By definition, a "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP.

5.2.7.1 Instructions. If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit copies of all financial disclosures with its proposal.

5.2.7.2 Financial Information: The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests below with the Proposal.

5.2.7.3 Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Statement of Cash Flows.

5.2.7.4 Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent's ability to obtain a Performance Bond for the

amount described in Appendix B, if applicable.

- 5.2.7.5 Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference; and Dunn and Bradstreet reports for the last two (2) years.

6. COST PROPOSAL FORMAT AND CONTENT

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

The City has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

Each successive cost \times Points allocated for cost in RFP = Cost proposal score

The City will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

The Cost Proposal shall be provided in a separate sealed envelope. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 -Introduction The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete all of the Cost Proposal Forms provided in the Exhibit 1. Cost will be calculated pursuant to Section 6 to be included.

APPENDIX A: W-9

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**APPENDIX B:
INSURANCE AND RISK MANAGEMENT PROVISIONS**

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the proposal evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer’s Liability Insurance BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance BY DISEASE	EACH EMPLOYEE	\$100,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY Each Occurrence \$1,000,000
(In excess of above noted coverages)

5. PROFESSIONAL LIABILITY Per Claim/Aggregate \$1,000,000/\$1,000,000
Extended Reporting Period 3-5 Years

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If The City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

City of Stockbridge Government – Finance Department
Purchasing Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING

TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

APPENDIX C: REQUIRED SUBMITTALS

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the City of Stockbridge Finance Department – Purchasing Division.

REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form 1: Non-Collusion Bidding Certificate;

Form 2: Non-Collusion Affidavit of Sub-Contractor;

Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions;

Form 4: Ineligibility Certificate;

Form 5: Certification of a Drug-Free Workplace;

Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;

Form 7: Affidavit Verifying Status for City Public Benefit Application

Form 8: Certification Regarding Lobbying;

Form 9: Proposal Submittal Letter;

Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;

Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;

Form 12: Reference and Release Form

Form 13: Acknowledgement of Insurance Requirements

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ County of _____,
being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

FORM 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____,

_____, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies 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 in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is also whose address is _____, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

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. Code Section 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, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the _____ Day of _____, 2016.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. Section 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:

FORM 8

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The _____, certifies or affirms the truthfulness and accuracy of each Contractor, _____ statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone #: _____

Firm or Company Name: _____

Address: _____

FORM 9

PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, _____, hereby submits its bid proposal to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Proposal made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Submittal Letter this _____ day of _____, 2016

By

Title

Sworn to and subscribed before me the _____ day
of _____, 2016.

Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor 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 services¹ under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs 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].

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor 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 services³ under a contract with **[insert name of prime contractor]** _____ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs 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].

FORM 12

REFERENCE AND RELEASE FORM

List at least five (5) references for the Prime proponent and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Proponent's experience and ability to perform the type of services listed in the RFP.

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
ADDRESS: _____
PROJECT TITLE & PROJECT NUMBER: _____
PHONE: _____ EMAIL: _____
CONTACT PERSON: _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

ATTACHMENT 1 SCOPE OF SERVICES

1. GENERAL

Reference is made to the Information and Instructions to Bidders and Introduction, and incorporated herein.

The Scope of Services (SOS) contained in this RFP includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet the City's initiatives. The City will determine the services to be performed. Nothing in this RFP constitutes an assurance that a particular item of work will be performed by the successful Consultant. The City reserves the right to request all, some or any combination of services identified in this Scope of Services. When the City desires any Services contemplated under this Scope of Services, the City will contact the successful Consultant and authorize such Services. It is understood and agreed to by the Proponent that Services performed under the Scope of Services of this RFP shall include, but not be limited to, the Services described below and as desired by the City.

1.1. Project Schedule

All phases of this project shall be completed within a One (1) year time frame from issuance of Notice to Proceed (NTP).

- 1.1.1. Provide a detailed schedule of each phase of project including timeframes for completion.

2. BASIC SERVICES

The successful Proponent's basic services shall include, but not be limited to, the following professional services:

2.1 Phase I - Research/Positioning/Discovery:

- 2.1.1 Evaluate the effectiveness and alignment of the City's current brand, including but not limited to the logo;
- 2.1.2 Conduct an audit of all existing materials (collateral, letters, memos, website etc.). This will include a review of other municipalities in the immediate metropolitan Atlanta area with similar demographics, population etc;
- 2.1.3 Determine what groups will be involved in the research stage and how to engage them in the research process;

-
- 2.1.4 Determine what information should be included as part of the research phase;
 - 2.1.5 Develop a SWOT (strengths, weaknesses, opportunities and threats) analysis for the City's review;
 - 2.1.6 Develop a brand platform for the City, including positioning, personality, promise, differentiation, signage, marketing and value proposition; and
 - 2.1.7 Develop a comprehensive brand strategy (including brand architecture) for a multi-faceted brand that addresses relationships between brands, naming buildings, and service/program brand groupings.

2.2 Phase II – Establishing and Creating the Visual Identity:

- 2.2.1 Create the brand identity including naming, logo, design, brand identity standards/guidelines/systems and incorporation and trademarking; and
- 2.2.2 Develop a strategy to gain organizational consensus for the brand's position determining:
 - 2.2.2.1 How the City implements the brand into all its daily processes.

2.3 Phase III – External/Internal Marketing Communications Plan:

- 2.3.1 Develop a strategy for marketing the new brand via various strategies, including but not limited to public relations activities, marketing strategies, online/social media strategies, advertising, collateral materials, etc.

**ATTACHMENT 2
COST PROPOSAL**

Proponent is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the Services requested in this RFP per phase and for the Total Cost as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Cost Proposal Form. Please do not make modifications to this form as any change may render Proponent's proposal nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Cost Proposal Form.

1. Phase One (1): Research/Positioning/Discovery
 - 1.1 Cost \$ _____
 - 1.2 Number of Hours needed to Complete Phase I _____ hours
 - 1.3 Duration/Time Needed to Completion Phase I _____ days

2. Phase Two (2): Establishing and Creating the Visual Identity
 - 2.1 Cost \$ _____
 - 2.2 Number of Hours needed to Complete Phase I _____ hours
 - 2.3 Duration/Time Needed to Completion Phase I _____ days

3. Phase Three (3): External/Internal Marketing Communication Plan
 - 3.1 Cost \$ _____
 - 3.2 Number of Hours needed to Complete Phase I _____ hours
 - 3.3 Duration/Time Needed to Completion Phase I _____ days

Total Cost to Complete All Three (3) Phases \$ _____

Total Number of Hours required to Complete all three (3) Phases _____ hours

Total Number of Days required to Complete all three (3) Phases _____ days

Company Name

Date

Name of Authorized Representative

Authorized Representative's Signature

END OF BID FORM