

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R20-1203

**A RESOLUTION TO AUTHORIZE AWARD OF CONTRACT FOR RFQ
NO. 2020-0006 - UNIFIED DEVELOPMENT CODE**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to award a contract for certain zoning consulting services;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The award of a contract for RFQ No. 2020-0006 - Unified Development Code to the Collaborative Firm in the amount of \$100,000.00, as presented to the Council on August 25, 2020, is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

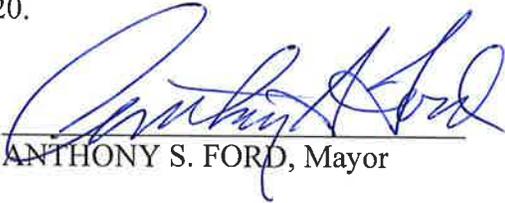
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

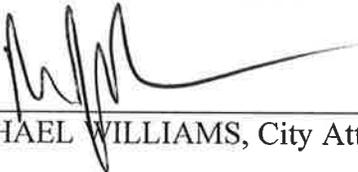
SO RESOLVED this 25th day of August, 2020.


ANTHONY S. FORD, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of September 2020 by and between The Collaborative Firm, LLC (hereinafter referred to as "Consultant"), and the City of Stockbridge, Georgia, a municipal corporation of the State of Georgia (hereinafter referred to as the "City").

W I T N E S S E T H: That the said Consultant has agreed, and by these present does agree with the said City, for and in consideration of the sum not to exceed **One Hundred Thousand Dollars and zero cents (\$100,000.00)** and other good and valuable consideration, to furnish all equipment, materials, skill and labor of every description necessary to carry out and complete in good, firm and substantial and professional manner, the Work specified, in conformity with the City.

WHEREAS, the City desires a new *Unified Development Code*, that includes subdivision and zoning codes, maps and site plan ordinances, overlay districts, and design standards, that implement the recommendations of the City's newly adopted 2018 Comprehensive Plan. Through this project, the City desires to combine existing City Code sections, with others where appropriate, to create a Unified Development Code; and

WHEREAS, the City desires a Unified Development Code that incorporates form-based design standards, or other zoning strategies for the downtown area and other areas of the city; and

WHEREAS, the City desires a Unified Development Code that includes drawings to illustrate regulations and make the document easier to understand; and

WHEREAS, the City desires a Unified Development Code that includes mixed-use zoning districts, overlay districts, and regulations for both built-up areas of the city as well as properties at the urban edge; and

WHEREAS, the City desires a Unified Development Code that considers the City's natural setting as an urban community; and

NOW, THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and City hereby agree as follows:

SECTION 1 – Employment of Consultant

The City hereby engages the Consultant to perform, and the Consultant hereby agrees to perform the services set forth in the RFQ as further detailed in their proposal dated March 5, 2020 in accordance with the city. The term of this engagement will be from September 1, 2020 – August 31, 2021. A true copy of the RFQ is attached hereto and incorporated herein as Exhibit A.

SECTION 2 - Scope of Services and Compensation

The Scope of Services to be performed by the Consultant shall be as described in the Scope of Work Section of the RFQ document as further augmented and defined by the Consultant's Proposal dated March 5, 2020. (Attached herewith as Exhibit B.) Consultant shall be compensated in accordance with the provisions of Exhibit C.

SECTION 3 – Project Deliverables

The consultant shall submit the following products to the City in accordance with the approved Project Completion Schedule:

1. Digital production of one (1) Preliminary Draft; production of one (1) Draft for Council to approve, and; the production of one (1) Final Draft resulting from a maximum of two public hearings before Council. The Final document shall result from one set of consolidated changes desired by City, as directed by Council, Legal and/or Staff. Should subsequent changes be required, the production of these changes shall be the responsibility of City
2. Printing of twenty bound Twenty (20) bound copies of the final Ordinances.
3. One (1) Complete Electronic Copy of the final Ordinances in Microsoft Word format.
4. A GIS shapefile of a proposed updated Zoning Map.
5. The consultant shall submit electronic copies of all materials, research, data, GIS shapefiles, etc. developed or collected over the course of the Ordinances' development to the City in editable formats for the City's future use.

SECTION 4 - Representations and Warranties of Consultant

1. The Consultant represents that it has paid occupation tax in the City or provided evidence that it is otherwise exempt.
2. The Consultant represents that it has provided a copy of its Workers' Compensation Certificate to the City or evidence that it is otherwise exempt.
3. The Consultant will maintain or carry in-force insurance as set forth in the RFQ. This insurance shall designate the City as an additional insured. This insurance is non-cancelable during the duration of this Agreement except upon thirty (30) days prior written notice to the City. Cancellation of this insurance will be considered a material breach of this Agreement.

SECTION 5 - Miscellaneous

1. It is mutually agreed by The Collaborative Firm, LLC that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by The Collaborative Firm, LLC.
2. The City and Consultant reserve the right to terminate this Agreement by issuing thirty (30) days written notice to the other party.

3. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Consultant for the purposes of all Workers' Compensation and insurance claims. The City reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications should be deemed to obligate the City under the Workers' Compensation Act to Consultant's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement on behalf of Consultant.
4. This Agreement and the exhibits attached hereto, constitute the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
5. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.
6. Consultant agrees to hold harmless the City, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injures (including accidental death) which arise out of Consultant's operation and provision of services.
7. This Agreement may not be assigned by either party hereto. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- 8 Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

AS TO CONSULTANT:

The Collaborative Firm, LLC
1514 East Cleveland Avenue, Suite 82
East Point, GA 30344
Attn: Michael Hightower

AS TO CITY:

City of Stockbridge

Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, GA 30281
Attn: City Manager

or such address as shall be furnished by such notice to the other parties.

9. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
10. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
11. If applicable, title to any supplies, materials, equipment, or other personal property shall remain in the Consultant until fully paid for by the City.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this agreement as of the day and year first above written.

THE COLLABORATIVE FIRM, LLC

By: _____

Michael Hightower

CITY OF STOCKBRIDGE, GEORGIA

By: _____
Mayor

Anthony S. Ford

ATTEST:

City Clerk

Vanessa Holiday

APPROVED AS TO FORM:

City Attorney

Michael Williams



City of Stockbridge

Agenda Request Form

Meeting Date

August 25, 2020

- Action requested by City Council
- For informational purposes only
- Budget Amendment Required
- Attachment (s)
- Payment of Invoice/Task Order/Change Order

ACTION

- PUBLIC HEARING
- ORDINANCE
- RESOLUTION
- BID/SOLICITATION AWARD
- PRESENTATION
- DISCUSSION
- REPORT
- DISCUSSION
- CONTRACT APPROVAL - RENEWAL

AMOUNT \$100,00.00

ACCOUNTING CODE: #100-74100-521200 (Planning & Zoning)

BUDGET ADJUSTMENT: N/A

FROM ACCOUNT:

PRESENTER: Camilla Moore/Randy Knighton

ITEM/PROJECT/EVENT: REQUEST FOR QUALIFICATIONS (RFQ) 2020-0006 – CONSULTANT SERVICES FOR THE PREPARATION OF UNIFIED DEVELOPMENT CODE - THE COLLABORATIVE FIRM, LLC

BACKGROUND INFORMATION:

Request For Qualifications (RFQ) Number 2020-0006, for the City of Stockbridge Consultant Services for the Preparation of Unified Development Code, was solicited and advertised on February 5, 2020 and closed on March 5th.

On March 11, 2020, Council adopted a Resolution to move forward on the posting of the RFQ after the RFQ had been posted, advertised, and closed. One firm submitted a proposal, The Collaborative Firm, LLC, in response to the Request For Qualifications (RFQ).

On July 14th a Selection Committee meeting was held. The Selection Committee recommended The

Collaborative Firm, LLC, (Exhibit 1). The vendor response list was posted on the website for the City's Procurement Division and the Georgia Procurement Registry.

On July 23rd, 2020, the City of Stockbridge negotiation team, which consists of Michael Williams, John Wiggins, and Camilla Moore, negotiated the contract with The Collaborative Firm, LLC. A copy of the draft contract is attached., (Exhibit 2).

STAFF RECOMMENDATION:

City staff is requesting City Council approval of the recommended vendor, The Collaborative Firm, LLC, for Request For Qualifications (RFQ) Number 2020-0006, City of Stockbridge Consultant Services for the Preparation of Unified Development Code and approved the agreement with The Collaborative Firm, LLC, for an amount not to exceed one hundred thousand dollars (\$100,000.00)

The City of Stockbridge Ordinance Section 3.30.110 - Competitive sealed proposals, (II). Award of Proposal. (2). Approval of Proposal. The City of Stockbridge City Council shall approve all awards where cost or revenue is greater than fifty thousand dollars (\$50,000.00).

ATTACHMENTS:

- A. RFQ
- B. Response List
- C. RFQ Response
- D. RFQ Resolution To Post
- E. DCA/ARC Covid-19 Variance Request
- F. Contract and Resolution

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign _____
PROCUREMENT	YES	NO	or N/A Sign <u>Lindell Y. Miller</u>
FINANCE DEPT:	YES	NO	or N/A Sign _____
CITY MANAGER:	YES	NO	or N/A Sign _____

ATTACHMENT A

Stockbridge

Where Community Connects

REQUEST FOR QUALIFICATIONS NO. 2020-0006

City of Stockbridge

Consultant Services for the Preparation of Unified Development Code



Issued Date: February 5, 2020

Lindell Y. Miller, CPPO, MBA, Procurement Division
City of Stockbridge, City Hall
4640 North Henry Boulevard Stockbridge, GA 30281

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Where Community Connects
City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

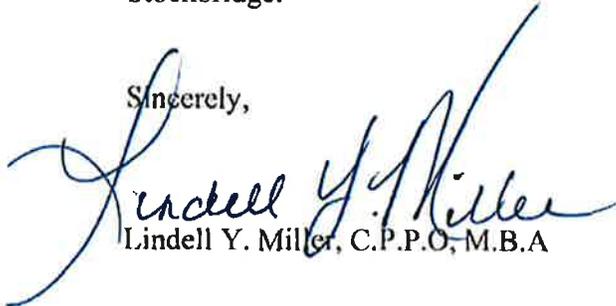
Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,



Lindell Y. Miller, C.P.P.O., M.B.A



**REQUEST FOR QUALIFICATIONS No. 2020-0006
CONSULTANT SERVICES FOR THE PREPARATION OF UNIFIED
DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE**

Wednesday, February 5, 2020

PURPOSE

The City of Stockbridge, (hereafter referred to as “the City”), is issuing this Request For Qualifications (“RFQ”) for proposals from qualified consultants to provide professional services to develop an up-to-date zoning code and map, site plan ordinance, a subdivision code, and land development ordinance, through the creation of a Unified Development Code (UDC), guided by the recently completed implementable comprehensive plan, and planning principles on current land use trends and development. The UDC will be drafted in such a way as to help create the future vision of Stockbridge that is set forth by its Comprehensive Plan. The consultant to be hired will provided the full range of planning services necessary to undertake a complete rewrite of the current Ordinances.

The City desires new subdivision, zoning, and site plan ordinances that are easy for all parties to understand and are straightforward for City staff to administer.

If fewer than three interested proposers respond to this solicitation, the Procurement Manager may extend the deadline for submittal by up to four (4) weeks. Submittals will only be opened following the final submittal due date.

1.1 PROJECT OBJECTIVES

- A. The City desires a new subdivision code, zoning code and map, and site plan ordinance that implements the recommendations of the City’s newly adopted 2018 Comprehensive Plan. Through this project, the City desires to combine these City Code sections, with others where appropriate, to create a Unified Development Code.
- B. The City desires an updated zoning code that is the City’s newly adopted 2018 Comprehensive Plan, but incorporates form-based, design standards, or other zoning strategies for the downtown area.
- C. The City desires a new subdivision code, zoning code and map, and site plan ordinance that include drawings to illustrate regulations and make the document easier to understand.
- D. The City desires a zoning code that includes mixed-use zoning districts, overlay districts, and regulations for both built-up areas of the city as well as properties at the urban edge.

- E. The City desires a new subdivision code, zoning code and map, and site plan ordinance that consider the City's natural setting as an urban community. **(SEE EXHIBIT I DEATILED SCOPE OF SERVICES)**

1.2 DELIVERABLES

The consultant shall submit the following products to the City in accordance with the approved Project Completion Schedule:

- a) Twenty (20) bound copies of the final Ordinances.
- b) One (1) Complete Electronic Copy of the final Ordinances in Microsoft Word format.
- c) A GIS shapefile of a proposed updated Zoning Map.
- d) The consultant shall submit electronic copies of all materials, research, data, GIS shapefiles, etc. developed or collected over the course of the Ordinances' development to the City in editable formats for the City's future use.

1.3 COMMUNITY BACKGROUND

The City of Stockbridge, Georgia was founded May 15, 1821 and currently has an estimated population of 29,114. The City of Stockbridge is governed by a Mayor and a five-member Council and a City Manager and is the largest City in Henry County. The City has proximity to I-75 as well as I-675 and is conveniently located 20 miles south of Atlanta and 12 miles east of the Atlanta Hartsfield-Jackson International Airport.

Henry County is located on the northern end of Henry County, Georgia and has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia. Henry County is surrounded by Butts, Clayton, Dekalb, Newton, Rockdale and Spalding Counties.

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SECTION 2.0

2.1 OBTAINING THE RFQ

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under "Bid Opportunities". State of Georgia website <https://ssl.doas.state.ga.us/PRSapp/PublicBidNotice?>.

2.2 PRE-BID CONFERENCE

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to as "Schedule of Events" of this RFQ. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **Thursday, March 5, 2020 (12 Noon) EDT.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

REQUEST FOR QUALIFICATIONS No. 2020-0006
CONSULTANT SERVICES FOR THE PREPARATION OF UNIFIED
DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE
City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281
RFQ Due Date: Thursday, March 5, 2020 (12 noon) EDT

2.4 SUBMITTAL REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division.

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFQ shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at LMiller@CityofStockbridge-ga.gov, 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR QUALIFICATIONS “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Qualifications –Issued to Public	February 5, 2020
Pre-Proposal Meeting City of Stockbridge City Hall 4640 North Henry Boulevard Stockbridge, GA 30281	Not Applicable
Last Day for Questions to be Submitted	February 19, 2020 (12 Noon, EDT)
RFQ Submittal Due Date	March 5, 2020 (12 Noon, EDT)
Community Development Project Manager – Assistant City Manager Camilla Moore	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFQ and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFQ. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **February 19, 2020, (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFQ.

Requests for clarification or interpretation regarding this RFQ shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: LMiller@CityofStockbridge-ga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFQ and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFQ given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFQ deemed non-responsive by the City. Only written responses issued by addendum to this RFQ should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFQ. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFQ.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFQ shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.9 PREPARATION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.

- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.
- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

2.10 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

2.11 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

2.12 EXCEPTIONS AND OMISSIONS

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

2.14 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFQ to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

2.15 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. 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, 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.
- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

2.16 SAFETY

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.17 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

2.18 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

2.19 NON-COLLUSION

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2.20 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

2.21 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he 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.

- d. Proposer may be suspended, terminated, or debarred if it is determined that:
 - (1) The Proposer has made false certification hereinabove; or
 - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

2.22 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

2.24 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

2.26 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

No Bond is required.

2.28 RFQ SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFQ, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

2.29 EVALUATION PROCESS

The Selection Committee (SC) will be responsible for ranking and recommending the most qualified individuals /firms(s) to the City Council for award. Matters relating to qualifications to meet the City's needs will receive highest priority in evaluation. After a Proposal is selected, the City expects to negotiate the details of the work to be performed based upon the proposal, the City's needs, and revenue sharing based on towing company rates per tow, and/or per month or a combination thereof. Proponents are solely responsible for ensuring prices consider any fluctuations in fuel prices or other variable costs. If negotiations fail for any reason, including price, the City may choose to negotiate with others to obtain an appropriate contract for needed Services.

The City of Stockbridge Purchasing Division delivers the RFQ submittals to agency staff for summarization for the Selection Committee members. The appropriate department will review the litigation history and the Finance Division will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Purchasing Manager will review the information and will make a recommendation to the Selection Committee as to each firm's responsiveness to the requirements of the RFQ.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I**, and requirements throughout this RFQ.

2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The SC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.31 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

2.32 AWARD OF CONTRACT

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on them proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

2.33 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable

timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.34 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.35 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

2.36 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer 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 solicitation by reference.

2.37 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be

governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

2.38 PROPOSER AS INDEPENDENT PROPOSER

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

2.40 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

2.41 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Proposer shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Proposer accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

2.42 DEFAULT AND TERMINATION

a. Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

2.43 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

2.44 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

2.45 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFQ. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

2.46 ACCURACY OF RFQ AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFQ, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFQ.

Should a recipient of this RFQ find discrepancies in or omissions from this RFQ and related documents, the recipient of this RFQ shall immediately notify the Purchasing Contact Person identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFQ.

2.47 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFQ.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

2.48 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

2.49 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFQ, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFQ.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.50 CITY RIGHTS AND OPTIONS

- a. This RFQ constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFQ does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFQ and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFQ, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFQ from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFQ without the substitution of another RFQ and terminate this procurement at any time without any liability whatsoever.
- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.

- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ.
- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFQ.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFQ.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFQ, Proposers acknowledge and consent to the rights and conditions set forth in this RFQ.

2.51 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFQ, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any

costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFQ or procurement process or in connection with the selection process or any negotiations.

2.52 TERMINATION OF NEGOTIATIONS

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

2.53 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

2.54 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Finance Director or designated representative.

2.55 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request For Qualifications is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of

this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTPS://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

2.56 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.57 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.58 CERTIFICATE OF ACCEPTANCE

By responding to this RFQ, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

2.59 CERTIFICATION REGARDING DEBARMENT

By responding to this RFQ, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

2.60 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must

present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.

- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFQ or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

2.61 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2020, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December, 2020. The

Commencement Term shall be subject to events of termination and the City's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City's obligation to make payments provided under this Agreement shall be subject to the City's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City's governing body and such obligation shall not constitute a pledge of the City's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2021 and shall end no later than the 31st day of December 2021. If approved by the City Manager or City Council, the Second Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If the City chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

Remainder Left Blank Intentionally

2.62 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than **Thursday, March 5, 2020 (12:00 Noon) EDT** and must be addressed to:

**REQUEST FOR QUALIFICATIONS No. 2020-0006
CONSULTANT SERVICES FOR THE PREPARATION OF UNIFIED
DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR QUALIFICATIONS No. 2020-0006
CONSULTANT SERVICES FOR THE PREPARATION OF UNIFIED
DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE
CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address**

The Request For Qualifications (RFQ) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFQ submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFQ response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

2.63 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFQ. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFQ. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½" x 11". Larger charts and graphs may be provided if folded neatly to 8½" x 11" and the following items, in the order presented below, with tabs between the sections must be included:

Evaluation Criteria	Tab Number
<p>The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.</p> <p>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable</p>	
<p>Section 1 – Letter of Transmittal</p> <ul style="list-style-type: none"> a. The consulting firm's name, mailing address, telephone number and nearest office location. b. Identification of the contact person for the consulting firm, including all contact information. c. A statement that the proposal is in response to the Consultant for the City of Stockbridge RFP for a Unified Development Code. 	Tab 1
<p>Section 2 – Executive Summary</p> <ul style="list-style-type: none"> a. Primary local contact person(s) and telephone number(s) b. Total number of company's local full-time employees c. Year company was established d. Description of the company's background and size. 	Tab 2

<p>e. Description of the company’s corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization.</p>	
<p>Section 3 – Consultant firm’s experience/Organizational Qualifications/ Personnel</p> <p>The City seeks a consultant that has demonstrated capabilities in developing a Uniform Development Codes, incorporating the goals of a comprehensive plan into the code/ordinance, and creative public outreach approaches for cities of similar size and setting to Stockbridge (approx. 30,000).</p> <p>a. Describe Responder's experience, capabilities and other qualifications expertise in land use and developing ordinances.</p> <p>b. How many years has proposer operated under current company name?</p> <p>c. Has proposer ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with a Federal, State, or local government agency?</p> <p>d. Statement of qualifications - including any experience with government agencies.</p> <p>e. Professional credentials and experience in providing the services enumerated in this Request For Qualifications, i.e. ordinance writing experience and knowledge of Federal, State, and local code and regulations, certifications, awards, etc.</p> <p>f. Description of the competitive advantage that your company possesses versus other potential providers.</p> <p>g. Staffing Plan, Including Resumes. Please provide details about key Personnel to be utilized on this project and their expertise in land use and developing ordinances for the City of Stockbridge. (Provide key personnel resumes as Appendix at the end of the proposal.)</p> <ul style="list-style-type: none"> • Provide résumés or a summary of skills, abilities and experience for each person who will represent your company as related to this proposal including the owner, project manager(s), superintendent(s). • Key management personnel proposed shall not be changed without written City approval in advance of the change. 	<p>Tab 3</p>

<p>Section 4 – Past Performance</p> <p>Past Performance - Describe proposer’s experience preparing zoning codes that have form-based or other zoning frameworks integrated with conventional land use-based provisions, on projects of comparable nature, scope, complexity and duration along with evidence of satisfactory completion, both on time and within budget, for the past five (5) years regarding the proposer. Include the following for each project:</p> <ul style="list-style-type: none"> • Project name • Location e. Date of completion (month, year) • Company role and responsibility for the project. • List Proposer’s key personnel involved on the project. • Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active. <p>Provide names, email addresses and phone numbers of three government customers with comparable volumes and origination types, who have been contracting the services requested in this RFQ.</p>	<p>Tab 4</p>
<p>Section 5 – Project Approach/Timeline Plan</p> <p>Description of the Consultant’s proposed overall approach to the project including strategy used to accomplish the City’s project objectives and the scope of services. Description of the methods proposed to complete each task in the scope of services. Provide a proposed project timeline that indicates the approximate schedule for completing each task:</p> <ol style="list-style-type: none"> a. The City desires a new Unified Development Code, that includes subdivision and zoning codes, maps, and site plan ordinances that implements the recommendations of the City’s newly adopted 2018 Comprehensive Plan. Through this project, the City desires to combine existing City Code sections, with others where appropriate, to create a Unified Development Code. b. The City desires a Unified Development Code that incorporates form-based, design standards, or other zoning strategies for the downtown area and other areas of the city. c. The City desires a Unified Development Code, that includes drawings to illustrate regulations and make the document easier to understand. d. The City desires a Unified Development Code, that includes mixed-use zoning districts, overlay districts, and regulations for both built-up areas of the city as well as properties at the urban edge. e. The City desires a Unified Development Code, that consider the City’s 	<p>Tab 5</p>

<p>natural setting as an urban community.</p> <p>Prepare a conceptual project schedule to show how this would be accomplished. Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer</p>	
<p>Section 6 - Location</p> <p>Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.</p>	<p>Tab 6</p>
<p>Section 7 - Recent, Current, and Projected Workloads of the Firms –</p> <p>List all projects, including project number, during the past five (5) years, both completed and active with approximate percent complete.</p>	<p>Tab 7</p>
<p>Section 8 - Proposer Financial Information</p> <ul style="list-style-type: none"> a. It is the practice of the City to conduct a review of a firm’s financial responsibility in order to determine the firm’s capability to successfully perform the work. b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer. <p>The following documentation is required in order for the City to evaluate financial responsibility:</p> <ul style="list-style-type: none"> a. Provide your firm’s most recent balance sheets. b. Provide your firm’s most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution. d. Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized. 	<p>Tab 8</p>

<p>Section 9 – Litigation</p> <p>The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization.</p> <p>If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.</p>	<p>Tab 9</p>
<p>Section 10 - Business Licenses, Licenses, and Insurance</p> <p>Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity.</p> <p>List any regulatory or license agency sanctions. If there are none, state none</p>	<p>Tab 10</p>
<p>Section 11 – References</p> <p>Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer's attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. EXHIBIT II, REFERENCE VERIFICATION FORM</p>	<p>Tab 11</p>
<p>Section 12 – Documents and forms required by the City</p> <p>Please provide all other documents and forms not included in the above sections.</p>	<p>Tab 12</p>

PROPOSAL EVALUATION – SELECTION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFQ Evaluation Criteria	Scoring Value Maximum Points
<p>1. Method to complete Task:</p> <p>Degree to which Consultant's method to complete each task in the scope of service demonstrates the ability to work effectively on complex public projects with the participation of multiple stakeholders and broad-based public input, and to meet the expected project timeline/completion schedule, and to bring such projects to successful completion within the constraints of time and budget.</p>	0-20
<p>2. Experience Drafting Zoning Codes</p> <p>Experience of Consultant in drafting zoning <u>codes for communities of similar size</u> and setting to the City of Stockbridge (approx. 30,000). (0-25 points possible)</p>	0-25
<p>3. Experience Drafting Zoning Codes</p> <p>Experience of Consultant in preparing zoning <u>codes that have form-based or other zoning frameworks</u> integrated with conventional land use-based provisions. (0-20 points possible)</p>	0-20
<p>4. Staffing Plan</p> <p>Degree to which staffing plan facilitates clear communication between the Consultant and City staff, and relevant experience of key individuals who will be assigned to the project.</p>	0-10
<p>5. Project Approach/Plan</p> <p>Degree to which Consultant's overall project approach and strategy demonstrates an understanding of the project and potential project issues.</p>	0- 25
MAXIMUM SCORING POINTS TOTAL	100

EXHIBIT I
REQUEST FOR QUALIFICATIONS No. 2020-0006
CONSULTANT SERVICES FOR THE PREPARATION OF UNIFIED
DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE

I. MINIMUM REQUIREMENTS

The Minimum Requirements for this solicitation are listed below.

- a. Providers shall exhibit considerable relevant experience with this type of work, and should demonstrate experience, capability to meet a required schedule, and the professional ability of the personnel who will perform the work.
- b. Has the appropriate and adequate technical experience required.
- c. Has adequate financial means to meet obligations incidental to the work.
- d. Such other factors as appear to be pertinent to either the proposal or the contract.
- e. Relevant knowledge, experience and qualifications of firm and team members.
- f. Proposed methodology and work plan to be used in the process.
- g. Understanding of the project and overall completeness of submission.
- h. Experience on similar projects/References
- i. The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- j. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- k. Such other factors as the City deem to be pertinent to either the bid or the contract.

II. SCOPE OF WORK

PURPOSE AND INTENT

Through this Request for Proposal (RFP), The City of Stockbridge (hereinafter "City") seeks proposals from qualified consultants to provide professional services to develop an up-to-date zoning code and map, site plan ordinance, a subdivision code, and land development ordinance, through the creation of a Unified Development Code (UDC), guided by the recently completed implementable comprehensive plan, and planning principles on current land use trends and development. The UDC will be drafted in such a way as to help create the future vision of Stockbridge that is set forth by its Comprehensive Plan. The consultant to be hired will provided the full range of planning services necessary to undertake a complete rewrite of the current Ordinances.

The City desires new subdivision, zoning, and site plan ordinances that are easy for all parties to understand and are straightforward for City staff to administer.

III. PROJECT OBJECTIVES

- A. The City desires a new Unified Development Code, that includes subdivision and zoning codes, maps and site plan ordinances, overlay districts, and design standards, that implements the recommendations of the City's newly adopted 2018 Comprehensive Plan. Through this project, the City desires to combine existing City Code sections, with others where appropriate, to create a Unified Development Code.
- B. The City desires a Unified Development Code that incorporates form-based design standards, or other zoning strategies for the downtown area and other areas of the city.
- C. The City desires a Unified Development Code that includes drawings to illustrate regulations and make the document easier to understand.
- D. The City desires a Unified Development Code that includes mixed-use zoning districts, overlay districts, and regulations for both built-up areas of the city as well as properties at the urban edge.
- E. The City desires a Unified Development Code that considers the City's natural setting as an urban community.

IV SCOPE OF SERVICES

A Public Participation Process

The Consultant shall propose a broad-based public participation process that specifies how and when the public will be engaged throughout the development code rewrite process.

B Project Coordination

Throughout the project, coordination will be maintained between the City and the consultant. The consultant's approach and method must include, at a minimum:

1. Initial meeting with the Planning Commission and city staff to review the project.
2. Regular meetings with the city staff and Planning Commission.
3. Obtain the input of the public through a variety of techniques to include but not necessarily limited to public workshops and public meetings.
4. At a minimum, monthly project review meetings/conference calls with key staff.
5. Prepare and present draft and final Code/Ordinance.
6. Present the final Code/Ordinance to the public, the Planning Commission, and the City of Stockbridge City Council and participate in a public hearing to formally present the plan for approval and adoption if necessary.

C. Project Orientation

At the beginning of the project, the Consultant shall meet with city staff and the Planning Commission for a project orientation meeting. The meeting will provide an understanding of project process, goals, and schedule.

D. Issue Identification

The Consultant shall describe its approach for gathering broad-based input about the existing subdivision code, zoning code and map, and site plan ordinance. Input shall be obtained from the City Council, City boards, commissions, and committees, city staff, the general public, stakeholders, and others.

E. Development Code Analysis

The Consultant shall complete a technical analysis of the existing subdivision code, zoning code, design standards, and site plan ordinance. The analysis shall be made in consideration of:

- Information obtained from the issue identification process,
- The Consultant's experience and/or knowledge of best practices in other communities, and
- The Consultant's knowledge of innovative zoning and land use practices.

F. Outline of Proposed Development Code Changes

The Consultant shall provide an outline of the proposed changes to the subdivision code, zoning code, and site plan ordinance. The outline shall include:

- An overview of the proposed structure and substance of the new codes,
- Different options for addressing issues,
- A recommended approach for each issue, and
- Commentary on the rationale for the recommended approach.

The Consultant shall present the outline to the Planning Commission and city staff for review prior to creation of the draft development code changes.

G. Draft Development Code Changes

The Consultant shall prepare a draft subdivision code, zoning code, design standards, and site plan ordinance based on the outline of proposed development code changes. At this stage, it is not expected that the Consultant will prepare a zoning map, but the Consultant shall provide working maps that show how the proposed changes would be applied. After initial review by City staff and the Planning Commission, the draft changes shall be widely distributed for review and comment.

The Consultant shall propose an approach for soliciting broad-based input about the draft changes from the City Council, City boards, commission and committees, the general public, stakeholders, and others.

The proposal shall include the projected number of meetings/presentations/workshops etc. the consultant will conduct in order to gather input. It is expected that the draft development code changes will have multiple rounds of drafting, circulation, and revisions.

H. Draft Zoning Map Changes

After a final draft of the development code changes is completed, the Consultant shall provide a draft citywide zoning map necessary to implement the proposed code changes. After initial review by City staff and the Planning Commission, the draft zoning map changes shall be widely distributed for review and comment.

I. Final Drafts of Development Code Changes and Zoning Map

The Consultant shall prepare a final draft of the proposed development code changes and zoning map changes for public hearing purposes. An executive summary shall be produced explaining the final drafts and rationale behind the proposed changes.

J. Attend Public Hearings and Revise Development Code Changes and Zoning Map

The consultant shall present the final drafts of the development code changes and zoning map to the Planning Commission, and City Council at public hearings. The consultant shall make changes to the final drafts based on input from the public hearings and the Planning Commission and City Council.

K. Development Code Adoption and Implementation

The consultant shall provide a final copy of the adopted development code changes and map in hard copy, modifiable electronic, and web-friendly formats. Final updates to the zoning map shall be compatible with the City of Stockbridge's Geographic Information System (GIS).

L. Deliverables

The consultant shall submit the following products to the City in accordance with the approved Project Completion Schedule:

- i. Twenty (20) bound copies of the final Ordinances.
- ii. One (1) Complete Electronic Copy of the final Ordinances in Microsoft Word format.
- iii. A GIS shapefile of a proposed updated Zoning Map.
- iv. The consultant shall submit electronic copies of all materials, research, data, GIS shapefiles, etc. developed or collected over the course of the Ordinances' development to the City in editable formats for the City's future use.

M. Role of City Staff

- 1) Technical resource for code amendments
- 2) Coordination of meetings (hearing notices, dissemination of press releases, scheduling meetings, etc.)
- 3) Production of copies of documents

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BID BOND AND INSURANCE AND RISK MANAGEMENT PROVISIONS

RFQ No. 2020-0006 Prequalification of General Proposers. – This RFQ does not require posting of a bid bond or other bid security. A copy of the Proposer’s current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFQ. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Proposers 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 Bid 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 Bid 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 Proposer 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	\$1,000,000
Employer’s Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer’s Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence Aggregate	\$1,000,000 \$3,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$ 25,000

*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**

BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
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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 Proposer agrees to name the Owner and all other parties required of the Proposer/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 Proposer. 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, Proposer 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
Procurement 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 Proposer/Vendor.**

USE OF PREMISES

Proposer 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

Proposer 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.

Proposer 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.

Proposer shall always erect and properly maintain 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, Proposer hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Proposers, 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 Proposer, its directors, officers, employees, Sub-Proposers, 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.

Proposer further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Proposers, 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 Proposer. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROPOSER ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE PROPOSER IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING PROPOSER.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFQ NO. 2020 - 0006
SOLICITATION TITLE: **CONSULTANT SERVICES FOR THE PREPARATION OF
UNIFIED DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE**

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:

Reference Organization:

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted:

Title of Contact:

Telephone Number including extension:

Email Address:

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT III
REQUIRED CERTIFICATIONS/ATTACHMENTS
CONSULTANT SERVICES FOR THE PREPARATION OF UNIFIED DEVELOPMENT CODE
FOR CITY OF STOCKBRIDGE
Checklist

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

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked 'Original', and five (5) copies on CD/Thumb Drive	<input type="checkbox"/>
2. Technical Proposal	<input type="checkbox"/>
3. Acknowledgement of each Addendum	<input type="checkbox"/>
4. Financial and Litigation Requirements	<input type="checkbox"/>
5. Reference Verification Form	<input type="checkbox"/>
6. Required Certifications and Attachments <input type="checkbox"/> Form 1: Non-Collusion Bidding Certificate <input type="checkbox"/> Form 2: Non-Collusion Affidavit of Sub-Proposer. <input type="checkbox"/> Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. <input type="checkbox"/> Form 4: Ineligibility Certificate. <input type="checkbox"/> Form 5: Certification of a Drug-Free Workplace. <input type="checkbox"/> Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. <input type="checkbox"/> Form 7: Affidavit Verifying Status for City Public Benefit Application <input type="checkbox"/> Form 8: Certification Regarding Lobbying. <input type="checkbox"/> Form 9: Bid Submittal Letter. <input type="checkbox"/> Form 10: Georgia Security and Immigration Proposer Affidavit/Agreement. <input type="checkbox"/> Form 11: Georgia Security and Immigration Sub-Proposer Affidavit. <input type="checkbox"/> Form 12: Certificate of Acceptance of a Solicitation Requirements <input type="checkbox"/> Attachment 1: Addendum Acknowledgement Form	<input type="checkbox"/>

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-PROPOSER

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

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

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

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-Proposer 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 solicitation in connection with the Contract for which the attached solicitation 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 solicitation 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 solicitation are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-Proposer 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 Bid 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 statues 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/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

The Proposer, _____, 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

Proposer, nor any of its Sub-Proposers to be used in performing this Contract, are listed on the list of Ineligible Proposers 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-Proposer hired by the consultant shall be required to ensure that the Sub-Proposer's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Proposer 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-Proposer'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 _____, 2018.

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

Signature of Proposer's Authorized Agent: _____

Name and Title of Proposer Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____

FORM 9

BID SUBMITTAL LETTER

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

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

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid 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 Proposer's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2020

By

Title

Sworn to and subscribed before me the _____ day of _____, 2020.
Notary Public

My Commission Expires:

Date

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION PROPOSER AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Proposer 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 Proposer] on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program²,² 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-Proposer(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, Proposer will secure from such Sub-Proposer(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Proposer Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Proposer 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-Proposer(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Proposer Name)

Title of Authorized Officer or Agent of Proposer

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

City: _____

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, RFQ, 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-PROPOSER AFFIDAVIT

By executing this affidavit, the undersigned Sub-Proposer 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 Proposer] behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program⁴,⁴ 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-Proposer Name)

Title of Authorized Officer or Agent of Sub-Proposer

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

City: _____

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, RFQ, 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

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____

(Affix Corporate Seal)

**ATTACHMENT 1
ADDENDUM ACKNOWLEDGMENT FORM**
**NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE
AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO
MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

**ATTACHMENT 2
REQUEST FOR QUALIFICATIONS. NO. 2020-0006
CONSULTANT SERVICES FOR THE PREPARATION OF UNIFIED
DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE
GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Proposer's Name: _____

Performing work as: Prime Proposer _____ Sub-Proposer _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

**SEALED RFQ LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFQ PACKAGE**

SEALED RFQ ENCLOSED

DELIVER TO:

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

REQUEST FOR QUALIFICATIONS. 2020-0006

DATE: February 5, 2020

RFQ MUST BE RECEIVED BEFORE Thursday, March 5, 2020 12:00 NOON

DESCRIPTION:

**CONSULTANT SERVICES FOR THE PREPARATION OF UNIFIED
DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE**

ATTACHMENT B

RFQ #:	2020-0006		
Title:	City of Stockbridge Consultant Services for the Preparation of Unified Development Code	 PROCUREMENT DIVISION	
Agency:	Community Development Department		
Project Manager:	Camilla Moore		
Responder(s)		Address	
The Collaborative Firm, LLC		1514 East Cleveland Avenue, Suite 82	
COMMENTS:			

REQUEST FOR QUALIFICATIONS NO. 2020-0006
City of Stockbridge
Consultant Services for the Preparation of Unified Development Code



THE
COLLABORATIVE
FIRM

POND



March 5, 2020

Mr. Lindell Y. Miller
Procurement Division City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

Dear Mr. Miller:

On behalf of The Collaborative Firm, LLC, (TCF) and our teaming partner Pond & Company, it is my pleasure to submit for your consideration this response to the Request for Qualifications for the City of Stockbridge Preparation of the Unified Code. Established in 2001, TCF is one of the largest minority owned planning firms in the southeastern United States. Our firm specializes in preparing hybrid and form-based zoning codes and development codes, updating development regulations, helping streamline development review processes and operations, advising on urban design best-practices and principles, and providing energized community engagement services. We help design a regulatory framework that directs the right development, to the right locations in a community, as guided by the City's comprehensive vision.

Our associates are highly qualified with extensive development experience in the public sector. Our professionals have led and participated in a number of significant planning initiatives in the region—from master planning for the BeltLine Subareas to rewriting the entire DeKalb County zoning ordinance.

We are very active throughout the Metropolitan Atlanta region as proud members of the Airport Area Chamber of Commerce, serving on the board of both the South Fulton Chamber of Commerce and Aerotropolis Atlanta Alliance. As a firm, we have established and maintained relationships with the Fulton Boulevard Community Improvement Districts (CIDs), South Fulton CIDs, and the Aerotropolis CIDs. Additionally, we have and continue to work with the Development Authority of Fulton County and other business associations.

The Collaborative Firm's strengths are in providing services in the areas of land use planning, zoning and development, and public involvement. Over the past several years, we have expanded our operations to include engineering, transportation planning and construction management. Our firm has been featured in *Georgia Trend*, *Atlanta Business Chronicle*, and *The Atlanta Journal and Constitution* among other publications. In 2006, The Collaborative Firm, LLC was named the "Business of the Year" by the East Point Business Association.

We are excited about this Request for Proposals, having provided the same types of services in the following jurisdictions:

- Town of Brooks Zoning Ordinance
- City of Clayton County Zoning Ordinance and Subdivision Regulations
- City of Stonecrest Zoning Ordinance

- City of College Park Zoning Ordinance
- City of Clayton County Highway 138 Design Guidelines

Additionally, our proposed Project Manager, Michelle M. Alexander has worked with engineering, landscape architect and arborist teams to successfully lead rewrites and updates for the following jurisdictions prior to joining TCF:

- City of Griffin Unified Development Code (the City's first UDC)
- City of Griffin Downtown TOD Historic Overlay
- Union City TMCU (mixed use) zoning district amendments
- DeKalb County Zoning Ordinance Rewrite
- DeKalb County Development Regulations Needs Assessment (streetscape, landscape and tree ordinance recommendations)
- Sandy Springs Stormwater Regulations
- Sandy Springs Engineering Standards Manual
- City of Chamblee Zoning Ordinance and Development Review Checklists
- Forsyth County Unified Development Code extensive amendments

Ms. Alexander is uniquely qualified to lead the Stockbridge UDC effort, with her experience integrating smart zoning practices with innovative landscape, water and road design. We team with Pond who takes a leadership role in setting national sustainability construction standards, applied to construction projects around the world. We will rely on their award-winning transportation and civil engineers to help modernize Stockbridge's subdivision and site plan standards and ensure ease of use for professionals designing to the code.

Again, we are pleased to submit this proposal for your consideration. We look forward to working with the City of Stockbridge

Sincerely,

Michael Hightower
Managing Partner

Headquarter Address:/Nearest Office Location
The Collaborative Firm, LLC
1514 East Cleveland Avenue, Suite 82
East Point, Georgia 30344
Phone: 404-684-7031



Owner: Michael Hightower

Org. Type: Limited Liability Company

Headquarter Address:

The Collaborative Firm, LLC
1514 East Cleveland Avenue, Suite 82
East Point, Georgia 30344

Year Established: 2001

Number of Employees: 20

Contact: Phone: (404) 684-7031

Fax: (404) 684-7033

Website: www.tcfatl.com

Planning and Zoning Services: With over 15 years of experience, our team recognizes the importance of active stakeholder participation in community planning, and integrates significant community outreach programming into corridor studies, zoning ordinances, master plans, comprehensive plans, capital improvement plans and preparation of design guidelines and overlay districts. Our planning staff has a strong educational and exceptional project experience background in the field. They are continually developing their expertise by participating in work-shops, seminars, and certification programs. Additionally, our planners are deeply rooted in the cities and counties in which our clients are located, and they recognize the importance of tailoring the approach to best serve the client and their community needs.

Program Management: We are pleased to provide complete program management solutions to ensure timely delivery of projects while exceeding expectations from a cost and quality perspective. The Firm specializes in providing its clients with services that span the entire life-cycle of a project, from planning and design to post-construction.

Economic Development: Our team provides expertise in analyzing and assessing local market conditions and trends to help communities identify and realize their full potential for economic growth and expansion. We have a multifaceted team that combines experience in economic development planning, marketing, public policy analysis, strategic planning, entrepreneurship, and small business development programs with our distinct resources to suit the specific needs and services of each client.

Community Outreach: Our community outreach professionals provide critical stakeholder outreach and communication services to support the wide range of projects performed and communities served by our Firm. We employ a variety of traditional and nontraditional media, including electronic media, community meetings, surveys, and stakeholder interviews to inform and receive input from stakeholders.





Firm Name

Pond

Address

HQ | 3500 Parkway Lane
Suite 500
Peachtree Corners, GA 30092

State of Incorporation

Georgia. Pond is a Corporation.
Form of Ownership: Private

Number of Years in Business

54

Firm Profile

Pond was originally founded in 1965 as Armour & Associates and continued to build a solid reputation as Armour, Cape & Pond. In 1998, the firm changed its name to Pond & Company. Today, Pond is co-owned by DC Capital Partners, an investment firm headquartered in Washington, DC.

Pond is an Atlanta-headquartered, full-service, engineering, architecture, and planning firm providing planning, design, and construction services to local, state, and federal clients.

Pond is a proud partner in the growth and continued success of communities throughout Georgia.

Pond's staff of more than more than 75 professional landscape architects, planners, engineers; 340 local professionals; and more than 550 professionals company-wide will provide a deep bench of experience and the capabilities to offer personalized solutions to help you manage your projects from concept to completion – and everything in between – with confidence and clarity.

As a full-service firm, Pond is able to bring together the mixture of skills that are necessary and unique to make each project successful. As a result, Pond has a history of producing award-winning, context-sensitive, and innovative projects to serve our client's needs. Full-service capabilities benefit our clients by delivering greater value in the following ways: teamwork, responsiveness, communication, quality control, and project coordination.

1965 - Pat Armour founded Armour & Associates (Structural Engineering)

1970 - Firm renamed Armour & Cape

1975 - Al Pond joined firm (Added civil engineering services)

1980 - Added Mechanical/Electrical/Plumbing services
1985 - Firm renamed Armour Cape &

1992 - Added Architecture services

1998 - Firm renamed Pond & Company

1999 - Added Construction services

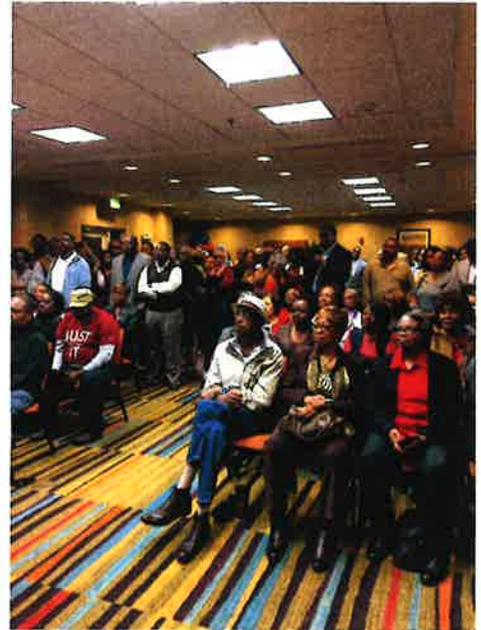
2017 - Pond's ENR Ranking from 311 to 133

2018 - #3 Atlanta's Top 25 Engineering Firms (Atlanta Business Chronicle) & Lorraine Green named President

With over 15 years of experience, our team of professionals have an extensive background working with city, county and state governmental entities at the policy and executive levels, as well as with private sector partners. This experience establishes our Firm as being uniquely qualified to provide effective solutions to its clients and partners. Our professionals have led numerous public projects, which include comprehensive plans, zoning ordinance updates, overlay district preparation, design guidelines, Livable Centers Initiative (LCI) studies, redevelopment plans, public involvement initiatives, and planning and zoning staff extension/outsourcing.

Our Firm specializes in providing local governments with qualified staff members to meet their unique needs. In addition to project based planning work, we offer complete planning department outsourcing, staff augmentation, and on call expertise. We have provided planning services for a number of cities and counties, inclusive of Clayton County (13 years) and City of College Park (14 years).

The Collaborative Firm brings an understanding of the surrounding South Metro area that is unmatched. Our staff has a high level of familiarity with the geography and planning issues and opportunities facing South Metro, while relevant to the context of the greater Atlanta region, are unique. Through our professional engagements and contributions to community activities and organizations, we have demonstrated a commitment to the South Metro area and its diverse population.



The Collaborative Firm is a qualified professional firm that specializes in planning services. Our team offers several areas of added value, that extends beyond the requirements of the scope of work. With over 15 years of experience in the planning field, our firm has become deeply rooted in South Metro. Within those 15 years, our firm has staffed numerous city and county planning and zoning departments including, but not limited to:

- Clayton County
- City of College Park
- City of Fayetteville
- City of Palmetto
- City of Forest Park
- City of Union
- City of Fairburn
- City of Clarkston

Clayton County Zoning Ordinance Update



OWNER:
Clayton County

REFERENCE:
Patrick Ejike
Director of Community
Development
(770) 477-3569



DESCRIPTION

Located just south of Atlanta, Clayton County is home to a large portion of Hartsfield-Jackson Atlanta International Airport, bustling commercial corridors, residential subdivisions, as well as rural vistas. With a desire to improve development while simultaneously protecting some rural areas, the County selected The Collaborative Firm, LLC to lead the update to the Clayton County Zoning Ordinance.

SCOPE OF SERVICES-RESPONSIBILITIES

Through this engagement, Firm professionals produced a modern, user-friendly Zoning Ordinance, Tree Preservation Ordinance and Subdivision Regulations.

VALUE-ADDED ACCOMPLISHMENTS

The Firm launched an intense collaborative approach, which included an array of public open houses and workshops, as well as formal work sessions with County officials. The results of these meetings were used to compose the text of the updated ordinance, which eliminated unnecessary restrictions on development, while still preserving the County's rural areas.

Town of Brooks Zoning Ordinance Update



OWNER:

Town of Brooks

REFERENCE:

Maurice Ungaro
City Manager

(770) 719-7666

YEARS PERFORMED:



DESCRIPTION

The Town of Brooks is one of metro Atlanta's smallest incorporated communities. Located in Southern Fayette County, Brooks is a rural crossroad community centered on 85 Connector.

SCOPE OF SERVICES-RESPONSIBILITIES

The Collaborative Firm provided professional planning services regarding the update of the Zoning Ordinance in order to best support the Future Land Use portion of the Town of Brook's Comprehensive Plan

VALUE-ADDED ACCOMPLISHMENTS

The Collaborative Firm updated the Town of Brooks Zoning Ordinance. Firm professionals engaged with town stakeholders and officials to understand the concerns of their current zoning ordinance, and examined existing development and land use patterns to ensure the Town's rural and small town character would be preserved alongside future development.



Milton Unified Development Code

Milton, GA

Brief Summary of Work

In 2017, Pond was part of a team retained by the City of Milton Community Development Department to review its existing zoning and development regulations and combine them into a Unified Development Code (UDC). Pond's responsibilities included a review of existing regulations related to streets, sidewalks, and subdivisions and engineering details to ensure they are in line with state, national, and other regulations as well as best practices in the development field. Pond also reviewed existing environmental regulations for floodplain management, stormwater management, illicit discharge and illegal connections, stream buffer protection, and erosion, sedimentation, and pollution control for compliance with state model ordinances.

Following the initial review, and several meetings with City staff, Pond has incorporated its recommended changes into the final, formatted UDC. Adoption of the UDC is anticipated by Summer 2020.

Project Dates

2017 - Present (Anticipated completion Summer 2020)

Project Management

Lauren Blaszyk, Project Manager

Client Contact

Parag Agrawal

P: 678.242.2555

E: Parag.Agrawal@cityofmiltonga.us

Active - 90% Complete





Snellville Unified Development

Ordinance

Snellville, GA

Brief Summary of Work

Pond's Community Development staff is part of the overall consulting team charged with creating the City's Unified Development Ordinance (UDO). Pond's responsibilities included a review and analysis of existing ordinances related to post-development stormwater and floodplain management, stream buffers, illicit discharge and illegal connections, soil erosion and sedimentation control, water and sewer service, streets, and public improvements. Pond reviewed these ordinances for alignment with best industry practices, the Georgia Stormwater Management Manual, the Gwinnett County Stormwater Management Manual, and compliance with the Metropolitan North Georgia Water Planning District (MNGWPD) model ordinances, as applicable. Pond provided a detailed, written report of modifications needed, which were included in the Final Diagnostic Report provided to the City. After staff review and subsequent discussions Pond then updated the existing ordinances for inclusion in the new UDO, incorporating requested edits to tailor them to the City's needs while ensuring compliance with state and county regulations. The consultant team has incorporated final edits – resulting from policy direction from the Snellville City Council – into a new draft UDO document, which has been presented to the staff client for final comment prior to presentation to the public.

Size: City-wide | Cost: \$58,850 (Pond Services) | Role: Sub-Consultant/Professional Services

Project Dates

2016 – Present (anticipated completion Spring 2020)

Project Management

Lauren Blaszyk – Pond Project Manager

Client Contact

Jason Thompson

P: 770.985.3518

E: jthompson@snellville.org

Active - 90% Complete





DeKalb County Zoning Update and Zoning Amendment On-Call

DeKalb County, GA

Brief Summary of Work

Pond's approach to the county-wide zoning update focused on sustainable practices, open space functions and standards, and requirements to achieve "lifelong community" policies while establishing best-practice standards for the Atlanta region. This ordinance revision combined a form-based approach in master planned areas of the county with an incentive-based, user-friendly zoning format. Extensive public involvement, developer round-tables, and field research informed this effort to meet the challenges facing this urban county of approximately 700,000 residents.

Pond worked with staff across several departments to ensure enforcement capacity of new regulations, coordination of county land development, economic and housing policy, and improvements to the application and review procedures. Additionally, Pond's planners created the land use and zoning Geographic Information System (GIS) database for the county, facilitating the accuracy and management of community-wide information.

Pond was subsequently retained by the County to incorporate zoning text amendments into the formatting of the documents on an as needed basis.

Client Contact

Marian Eisenberg

404.371.4922

meisenberg@dekalbcountyga.gov

On-Going, As Needed



Glynn County Code Update

Glynn County, GA

Brief Summary of Work

As part of a team retained by Glynn County Community Development, Pond has completed Phase I of this project. Pond staff conducted a cursory review of the recently updated Comprehensive Plan to familiarize itself with development issues facing unincorporated Glynn County. Pond then hosted one-on-one interviews via phone with the County Engineering Director and staff to discuss potential issues or concerns with the current County Code and with relevant standards. Detailed notes were taken to help guide the review of the Subdivision Chapter, Soil Erosion and Sedimentation Control, Flood Damage Prevention, Water Resources Protection, existing County engineering details, and/or relevant standards to assess their comprehensiveness and condition relevant to best industry practices. Scope: Review and update of Code sections relating to subdivisions, storm water management, water resources protection, and engineering details.

Services Provided

Review and assessment of environmental ordinances, subdivision regulations, County engineering details and/or relevant standards relevant to state model ordinances and industry best practices, detailed notes of deficiencies and issues to be addressed in Code update

Project Dates

February 2019 – Present

Client Contact

Pamela Thompson

912.554.7428

pkthompson@glynncounty-ga.gov

City/County Comprehensive Plans

1. City of College Park - City of College Park Comprehensive Plan
2. City of East Point - City of East Point Comprehensive Plan
3. City Fayetteville - City of Fayetteville Comprehensive Plan Update
4. City of Fairburn - City of Fairburn Comprehensive Plan Update
5. City of Palmetto - City of Palmetto Comprehensive Plan-
6. City of Riverdale - City of Riverdale Comprehensive Plan
7. Clayton County - Clayton County's Comprehensive Plan Update
8. Meriweather County - The Joint Meriwether County/Cities Comprehensive Plan (Gay, Greenville, Lone Oak, Luthersville, Manchester, Warm Springs, and Woodbury)
9. City of Stockbridge—City of Stockbridge Comprehensive Plan

Livable Centers Initiative (LCI) Planning Studies

1. City of Atlanta – Vine City/Washington Park LCI
2. City of College Park - City of College Park Activity Center LCI
3. Clayton County- Northwest Clayton LCI 5-Year Update
4. City of Hampton- Hampton LCI
5. City of Atlanta - Oakland City / Fort McPherson LCI
6. City of East Point - East Point LCI
7. City of Hapeville –Virginia Ave Corridor LCI
8. DeKalb County - Chandler Road/Flat Shoals LCI
9. DeKalb County- Wesley Chapel LCI

Local Government Planning Services

1. City of College Park- On-Call Planning and Zoning Services
2. City of Clarkston- On-Call Planning and Zoning Services
3. City of Fairburn – On-Call Planning and Zoning Services
4. City of Fayetteville-On-Call Planning and Zoning Services
5. City of Palmetto- On-Call Planning and Zoning Services
6. City of Union City - On-Call Planning and Zoning Services
7. Clayton County – Planning and Zoning Staff Extension/Outsourcing
8. Hancock County – Planning and Zoning Staff Extension

Local Government Overlay District

1. Butts County- Highway I-75 Overlay District
2. Clayton County - Highway 42 /54/138 Overlay District
3. Clayton County - Panhandle Overlay District
4. Clayton County - Tara Boulevard Overlay District
5. Clayton County - Cherry Hills Overlay District
6. DeKalb County- Scottdale Overlay District
7. Henry County – Fairview Overlay District
8. Newton County – Salem Overlay District

Design Guidelines

1. Butts County- Highway I-75 Design Guidelines
2. Clayton County – Cherry Hills Design Guidelines
3. Clayton County- Highway 138 Design Guidelines
4. Clayton County-Highway 42 Design Guidelines
5. Clayton County-Highway 54 Design Guidelines
6. Cobb County - Austell Road
7. Cobb County - Mableton Parkway Corridor
8. Cobb County - Veterans Memorial Highway
9. Cobb County - Downtown Vinnings

Local Government Ordinances

1. City of College Park Zoning Ordinance Update/Revision
2. Clayton County Zoning Ordinance Update/Revision
3. Town of Brooks Zoning Ordinance Update
4. City of Stonecrest Zoning Ordinance Update

Local Government Community Plans

1. DeKalb County- Moreland-Bouldercrest-Cedar Grove Plan

Transportation Services

1. Atlanta Beltline – Implementation Plan
2. Atlanta Beltline –Transportation Implementation Strategy Services
3. DeKalb County – Comprehensive Transportation Plan
4. Georgia Transportation Alliance – 2016 Fulton County SPLOST Referendum

Project Team Experience—Planning/Zoning Services

Clarkston Planning and Zoning Services



The Firm provided planning services on an on-call, task order basis. The Team provided a range of professional planning services to the City, including, among others: a variety of current planning and zoning services, annexation studies, Zoning Ordinance text amendments, and other planning and zoning activities as identified

Clayton County Planning and Zoning Services



The Firm has led every major planning initiative for the County, including the Zoning Ordinance update and the Partial Update to the Comprehensive Plan. The Firm has also established design guidelines for the HYW 138, HYW 42, HYW 54, and Tara Blvd.; prepared the NW Clayton LCI; produced a prioritization strategy

College Park Planning and Zoning Services



The Firm provides all planning services to the City, including evaluation of zoning requests, responding to zoning inquiries, review of business license and sign permit applications, site plan review, consulting on prospective new developments in the City, producing text amendments and plan amendments, leading long-range planning initiatives, coordinating with the Atlanta Regional Commission on the City's behalf, and advising Mayor and Council on

Fairburn Planning and Zoning Services



The Firm provides planning services on an on-call, task order basis. Under this engagement, the Firm reviews zoning applications, prepares text amendments, researches planning-related issues, evaluates business license applications for compliance with the Zoning Ordinance, and other needs requested under the direction

Fayetteville Planning and Zoning Services



Planning and technical services are provided in the area of land use and transportation, urban design, economic development and zoning. The Firm staffs two planners who augment the existing staff on site and provides remote assistance to the department as

Hancock County Planning and Zoning Services



This engagement provided policy guidance and recommendations to the Board of Commissioners regarding a rezoning request for municipal solid waste landfills. The Firm coordinated with the Board of Commissioners and various county officials to provide land use planning services for a thorough review of municipal solid

Project Team Experience—Planning/Zoning Services

Newton County Planning and Zoning Services



The Firm led planning initiatives, including the Salem Road Overlay District and the Planning and Development Department Assessment. This history made the Firm the ideal service provider as the County sought standby professional planning services in 2013. As the on-call provider of planning services, the Firm's professionals provided a range of professional planning services to the County.

Palmetto Planning and Zoning Services



The Firm provided a range of professional planning services to the City, including, among others: a variety of current planning and zoning services, annexation studies, Zoning Ordinance text amendments, and any other planning and zoning activities as

Union City Planning and Zoning Services



The Team provided planning services to the City, including evaluation of zoning requests, responding to zoning inquiries, review of business license and sign permit applications, site plan review, consulting on prospective new developments in the City, producing text amendments and plan amendments, leading long-range

Project Team Experience—Other

Development Authority of Fulton County ED Partnership

The Collaborative Firm has been contracted by the Development Authority of Fulton County (DAFC) to create an economic development (ED) partnership among South Fulton’s seven jurisdictions, called "Connect South Fulton." This partnership represented a year-long effort to bring together the seven cities of South Fulton



College Park Activity Center Livable Centers Initiative (LCI)

In this capacity, The Collaborative Firm professionals conducted a thorough analysis of land use patterns and zoning requirements within the study area, as well as a review of Federal Aviation Administration noise contours and guidelines for development within these areas. The Firm also led public involvement efforts for the



College Park Comprehensive Plan

The Collaborative Firm led an extensive land use, planning, and public outreach effort. That engaged stakeholders throughout the community, including residents, business owners, community organizations, and local officials, to participate in a visioning process that led to the completion of the plan.



East Point Comprehensive Plan Update

The Collaborative Firm served as the prime consultant for the East Point 2026 Comprehensive Plan update. The Firm conducted a thorough review of existing conditions within the City, including an analysis of population trends, economic development patterns, housing trends, natural and cultural resources, community facili-



East Point Livable Centers Initiative (LCI)

This engagement examined opportunities to enhance the existing transportation infrastructure, while revitalizing the established urban areas. To accomplish these goals, a thorough examination of existing conditions was conducted, and extensive efforts were made to involve East Point residents and businesses in a visioning



Fairburn Comprehensive Plan

As part of its contract to provide on-going planning services, The Collaborative Firm drafted Fairburn’s comprehensive plan, “Fairburn 2034.” The Plan included an extensive public involvement component, which set the course for implementation of the Comprehensive Plan.



Project Team Experience—Other

Fairburn Economic Development Strategic Plan



The Collaborative Firm provided professional services toward the preparation of an economic development strategic plan (EDSP) that will serve as a guide and blueprint for implementing Fairburn’s economic development goals and objectives, in line with the City’s

Fulton County Transportation SPLOST



The Team managed campaign operations for the Fulton Co. ballot referendum for South Fulton County. The Firm developed and implemented the campaign strategy to educate and engage voters in all eight of the jurisdictions. The firm also organized community meetings and events to engage elected officials and community

Hapeville/Virginia Ave. Corridor Livable Centers Initiative



This Livable Centers Initiative (LCI) streetscaping project focused on a grassroots public involvement approach for design and implementation. The Firm designed a unique public involvement processes that echoed the Master Plan theme.

Oakland City/Fort McPherson Livable Centers Initiative



This project developed a program of transportation improvements to provide connections between redevelopment areas and surrounding neighborhoods; streetscape improvements and vibrant public spaces to enhance residential areas; created redevelopment concepts that are consistent with market realities; and re-

Palmetto Comprehensive Plan



The team analyzed historic trends, current conditions and future projections for prospective growth. Population and Housing projections were used to determine the type of growth to be anticipated over the next twenty years. In light of the City’s unique circumstances, including large tracts of vacant land, a sewer moratorium

Vine City/Washington Park Livable Centers Initiative



Throughout the study, the Firm led public involvement efforts to ensure that stakeholders within the community were given ample opportunity to participate in the master planning process. Additionally, the Firm’s planners took an extensive inventory of community facilities and infrastructure, as well as environmental condi-

The Collaborative Firm, LLC

The Collaborative Firm does not have an open dispute with the County 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.

Pond

Pond has not been involved in any project litigation in the past 5 years in Georgia. Pond does not have any active or pending claims or litigation. The firm/ principals have never been issued any indictments.

Key Team Members



Principal

Michael Hightower



Project Manager

Michelle Alexander



Lead Planner

James Shelby



Lead Engagement

Torri Hill



Planner

Lauren Blaszyk



Engineer

Bob Williams



GIS

Lauren Linnane



**THE
COLLABORATIVE
FIRM**

MICHAEL HIGHTOWER

Managing Principal, Founder

Representative Experience



Michael Hightower is the Founder and Managing Partner of The Collaborative Firm, LLC. Michael has over thirty years of experience in the public, private, and educational arenas. Michael provides a wealth of experience in public policy, with an emphasis on planning, economic development and local governance issues.

EDUCATION

Post-Graduate Studies,
Georgia State University
Atlanta, Georgia

Bachelor of Arts
Clark College
Atlanta, Georgia

BOARDS AND MEMBERSHIPS

Founder, South Metro Development
Outlook

Chairman, African American Golf
Foundation

Member, Airport Area, Clayton County,
Douglas County and South Fulton
Chambers of Commerce

Urban Land Institute

Past President, National Association of
Counties (NACo)

Prior to establishing The Collaborative Firm in 2001, Michael served over seven years on the College Park City Council, and more than fourteen years as a Fulton County Commissioner. During much of his tenure on the Board of Commissioners, Michael served as Vice-Chairman, and was a member of several boards and committees. He also served as President of the National Association of Counties (NACo), focusing on welfare reform, affordable housing, and sustainable communities.

Georgia Transportation Alliance, Fulton County, GA: The Collaborative Firm lead efforts for the South Fulton T-SPLOST education outreach for the November 2016, Fulton County referendum. Michael's responsibilities included developing and implementing campaign strategy to educate voters in all nine of the South Fulton jurisdictions, organizing community engagement meetings, engaging elected officials in the education outreach process, and communicating key messaging for the T-SPLOST

Georgia Transportation Alliance, Fulton County, GA: The Collaborative Firm lead efforts for the South Fulton T-SPLOST education outreach for the November 2016, Fulton County referendum. Michael's responsibilities included developing and implementing campaign strategy to educate voters in all nine of the South Fulton jurisdictions, organizing community engagement meetings, engaging elected officials in the education outreach process, and communicating key messaging for the T-SPLOST.



DeKalb Comprehensive Transportation Plan (CTP), DeKalb County, GA: As Managing Partner of the Firm, Michael oversaw public involvement initiatives for the Comprehensive Transportation Plan which included identifying transportation needs, providing documentation and distribution of public comments for needs assessment and recommendations, and strategic assistance in identifying outreach methods for underserved populations.

Clayton County Transportation Plan, Clayton County, GA: Michael provided support for the Clayton County Transportation Plan. In this role, Michael collaborated efforts of the Board of Commissioners, County Staff, and citizens to facilitate a complete update of the Transportation Plan for the county.



MICHELLE ALEXANDER

Project Manager

Representative Experience

Michelle Alexander has over 20 years of local government, planning, and policy experience. She has a proven track record of institutional and organizational development assisting various levels of government with strategic planning, systems assessment and operations improvement. She has worked in both international development and state, regional and local government. She speaks fluent Spanish and excels at energized, community outreach and drafting data-driven policy and regulations. She has prepared a variety of comprehensive land use, transportation, and strategic plans at both the municipal and county level, as well as revitalization and housing studies throughout the Metro Atlanta Region. While serving in organization leadership roles, she managed budgeting, staffing and operations planning. In project management roles, she led multi-discipline teams of engineers, architects, landscape architects and real estate analysts. She brings lessons-learned from private sector staffing of municipal services for innovative practices for improving efficiencies while promoting the benefits that come with traditional, direct-hire staffing.

RELEVANT EXPERIENCE:

Planning Manager, DeKalb County Planning and Sustainability, DeKalb County, Georgia

Director, City of Sandy Springs Department of Community Development, Sandy Springs, Georgia

Senior Planner . Forsyth County Planning and Community Development, Forsyth County, Georgia

Senior Staff/Project Manager, Institute of Public Administration (IPA)



Education

Development Studies,
Cornell University. ABD, Ph.D

Community & Regional Development;
City & Regional Planning MS

Development Studies,
Cornell University.

UW-Madison and Friedrich Wilhelm
Universität, Bonn, Germany. BA

PROFESSIONAL AFFILIATIONS

Regional Task Force on Housing,
Atlanta, 2017

Georgia Chapter American Planning
Association

Women in Transportation Congress
for New Urbanism
Urban Land Institute



RELEVANT PROJECTS:

- Fiscal and Economic Impact Model and Development Incentives Strategy, Clayton County
- Upper Marietta-Westside Park Sub Area 9 Plan, Atlanta BeltLine, Inc., Atlanta
- Consolidated Housing Plan, City of Griffin
- East Point TOD and Revitalization Master Plan
- Downtown Master Plan Update, City of Woodstock
- City of Avondale Estates LCI Master Plan Update
- Historic Downtown Norcross LCI Master Plan
- West Griffin LCI and Revitalization (TAD) Plan, Downtown Griffin LCI & Comprehensive Plan Partial Update
- N. Druid Hills LCI, DeKalb County
- Gwinnett Place Multi-Modal (“ACTivate Gwinnett Place”) Master Plan, GP CID
- Unified Development Code, City of McDonough
- Zoning Ordinance Rewrite & GIS Parcel Database, DeKalb County
- GIS Zoning and Planning Services, City of Brookhaven
- Unified Development Code and Historic TOD Overlay District, City of Griffin
- Zoning Ordinance, City of Clarkston
- Zoning Ordinance Rewrite, Clayton County
- Unified Development Code Update, Forsyth County
- Bicycle and Pedestrian Master Plan, City of Brookhaven



- West Alley Master Plan, City of Roswell
- Gainesville-Hall Metropolitan Area 2040 Transportation Plan, Gainesville Hall MPO
- City of Gainesville Transportation Master Plan, Gainesville
- Holcomb Bridge Road at SR 400 Corridor Interchange Study, Roswell
- Transportation Planning Services, City of Riverdale
- Forsyth County Bicycle Transportation & Pedestrian Walkways Plan Update
- North Fulton Comprehensive Transportation Plan, North Fulton Municipalities and ARC (sub)
- Unified Plan Update, Gwinnett County
- Economic Development Strategy, City of Lawrenceville (sub)
- Comprehensive Plan, City of Peachtree Corners
- Comprehensive Plan, City of East Point
- Comprehensive Plan 2030, City of Roswell
- Comprehensive Plan, City of Dunwoody
- Comprehensive Plan, City of Johns Creek
- Comprehensive Plan, Major Amendment, City of Chamblee





JAMES SHELBY

Principal Planner

Representative Experience

James is a highly experienced executive with more than 25 years of experience in city and regional planning involving technical work in planning and operations. James has worked closely with staff and elected officials in cities and counties throughout Metro Atlanta with extensive knowledge of land use, urban design, and federal, state and local governments programs. His area of expertise's include; Organizational Skills, Housing Development, Zoning and Subdivision Ordinances, Transportation, Building Plan Review and Inspections, Budget, Development, Staff Development and Code Enforcement.

Prior to joining the Collaborative Firm, James served as the Commissioner of Planning and Community Development for the City of Atlanta.

EDUCATION

M.S., City and Regional Planning
Illinois Institute of Technology
Chicago, IL

B.S., City and Regional Planning
Illinois Institute of Technology
Chicago, IL

Executive education—Attended numerous seminars and workshops with topics including county zoning, affordable housing, land use law, zoning admin, and management and supervision

MEMBERSHIPS

Board of Director and Fund-raiser
Chairperson for Natchez Association
for the Preservation of Afro American
Cultural Museum (NAPAC)

REPRESENTATIVE EXPERIENCE

City of Stonecrest Comprehensive Plan - The Collaborative Firm was selected to create the first Comprehensive Plan for the newly formed City of Stonecrest, GA. James attended community meetings as well as Steering Committee meetings, helping to facilitate discussion about the future of the City of Stonecrest among its citizens.

Cobb County Development of Specific Area Guidelines -James served as the Project Manager for the formulation of Design Guidelines implemented Austell Road, Veterans Memorial Highway, Mableton Parkway and the Vinings area in Cobb County, Georgia for the purpose of guiding the form and quality of growth for each distinct corridor within the county.

City of College Park Zoning Ordinance - James oversaw the full rewrite of the City of College Park Zoning Ordinance. The goal of the plan was to bring the ordinance up to date with the city's comprehensive plan and remove antiquated language and regulations since the plan was created over fifty years ago.



Tab 3

Clayton County Community and Development Department - Zoning Administrator The Collaborative outreach process, and communicating key messaging for the T-SPLOST.

DeKalb Comprehensive Transportation Plan (CTP), DeKalb County, GA: As Managing Partner of the Firm, Michael oversaw public involvement initiatives for the Comprehensive Transportation Plan which included identifying transportation needs, providing documentation and distribution of public comments for needs assessment and recommendations, and strategic assistance in identifying outreach methods for underserved populations.

Clayton County Transportation Plan, Clayton County, GA: Michael provided support for the Clayton County Transportation Plan. In this role, Michael collaborated efforts of the Board of Commissioners, County Staff, and citizens to facilitate a complete update of the Transportation Plan for the county.





NICOLETTE WASHINGTON

Senior Planner

REPRESENTATIVE EXPERIENCE

Nicolette Washington assists in the operations and planning efforts of The Collaborative Firm, specializing in business development, current planning, comprehensive planning, redevelopment plans, and historic preservation. Nicolette assists the Firm's governmental clients with achieving their planning and revitalization goals.

EDUCATION

The University of Georgia – Department of Public Administration and Policy,

Master of Public Administration,
Higher Education Administration

The University of Georgia – College of Public Health

Bachelor of Science in Environmental Health -

Nicolette has worked closely with staff and elected officials in county government prior to working with The Collaborative Firm providing planning and public policy expertise on various planning initiatives.

REPRESENTATIVE PROJECT EXPERIENCE

City of College Park Planning & Zoning Services: In 2012, The Collaborative Firm was selected to provide Urban Planning services for the City of College Park. Through this engagement Maurice provides services to the City, including evaluation of zoning requests, responding to zoning inquiries, review of business license and sign permit applications, site plan review, consulting on prospective new developments in the City, producing text amendments and plan amendments and long-range planning initiatives.

Rockdale County - Sigman Road Corridor Study: The Collaborative Firm is lead consultant for the Rockdale County, Sigman Road Corridor Study. During this project, Nicolette conducted land use, development and infrastructure planning for a seven-mile segment of a major corridor in Rockdale County). Also, during this engagement, Nicolette coordinated across Rockdale County's planning, economic development and transportation departments.

DeKalb County Planning & Sustainability – Planner: In this role, Nicolette conducted plan reviews and coordinated with engineering and environmental services. Also, Nicolette staffed the Historic Preservation Commission and managed applications and made recommendations. Ms. Washington also provided planning and zoning services to the citizens of DeKalb County and managed customer emails and phone calls to ensure efficient and accurate responses





TORRI HILL

Director, Marketing & Communications

REPRESENTATIVE EXPERIENCE

Torri D. Hill has over 25 years of experience in the areas of community relations, public relations, public sector management and rail transit construction projects. From 2006 through 2016 she worked in Los Angeles providing community outreach and public information for the project management teams for both the Phase 1 and Phase 2 design-build contractors on the Exposition Light Rail Transit Projects. Prior to the Expo Line Projects, she worked with the Los Angeles County Metropolitan Transportation Authority (Metro), where she served as a Senior Public Affairs Manager for multiple rail transit construction projects. She managed the team for the Metro Red Line Phase 2 subway, as well as worked along side the teams for the Metro Blue and Green Line light rail projects.

Torri’s extensive experience in community and public relations for transit projects has required the interpretation and implementation of state and local policies related to public transportation, public involvement program development, staff management and working closely with local jurisdictions, neighborhoods, businesses and the general public to develop and implement community construction mitigation strategies. Further experience has included working 10 years in County Government in Atlanta, Georgia where she served as a Chief of Staff for the Fulton County Board of Commissioners District 7 office and as an Office Administrator for the Fulton County District Attorney.

REPRESENTATIVE PROJECT EXPERIENCE

MARTA Station Renaming Project: - Torri developed and implemented the outreach strategy on behalf of MARTA to engage the community in discussions regarding renaming specific MARTA Transit Stations. The outreach strategy included identifying key stakeholders and organizations, coordinating and facilitating public meetings, developing collateral materials such as flyers, surveys, and handouts, developing and presenting presentations to educate and citizens and all content development for multiple social media platforms.

EDUCATION

Bachelor of Arts Communications - Journalism California State University Dominguez Hills Carson, California, 1987
Public Affairs Program CORO Foundation of Southern California Los Angeles, California, 1990

MEMBERSHIPS

- League of Women Voters of Atlanta, Fulton County
- PRSA (Public Relations Society of America)
- WTS – Atlanta (Women’s Transportation Seminar)
- NAFE (National Association of Female Executives)
- Urban Land Institute



MARTA Summerhill Bus Rapid Transit (BRT) Planning, Environmental, and Design Services: Torri is the Public Involvement Manager for the MARTA Summerhill BRT Project responsible for the developing and implementing the project Public Involvement Plan that would address all phases of public outreach. She is also responsible for coordinating with the Project Team to identify key stakeholders, businesses and organizations to respond to potential design and environmental concerns.

Clayton County SPLOST Public Involvement and Communications: Torri is the Public Involvement Manager responsible for the management and implementation of the communications and public involvement plan for Clayton County Special Purpose Local Option Sales Tax (SPLOST) program.

Responsibilities include, coordinating with county management to identify and implement community engagement opportunities that inform the public about the SPLOST program progress, supporting the community advisory committee, developing content for county related publications, websites and social media platforms.





Education

Post-Graduate Studies,
Mississippi College School of
Law Jackson, MS 1998

Bachelor of Science
Business Administration
Jackson State University

GEILIA TAYLOR

Senior Manager of Marketing & Communications

REPRESENTATIVE EXPERIENCE

Geilia has more than 15 years of progressive experience in management, marketing, and public relations in various roles that require establishing and/or strengthening effective communications with community leaders, decision makers and key stakeholders

REPRESENTATIVE PROJEXPERIENCE

ECT DeKalb County SPLOST

The Collaborative Firm leads public involvement, communication, and marketing initiatives for the County’s first Special Purpose Local Option Sales Tax (SPLOST). Geilia’s efforts support the brand and vision of DeKalb County CEO’s office to design and implement strategic tactics to educate and involve citizens and stakeholders while growing the audience surrounding the program’s successes.

Georgia Department of Transportation – I- 285 Westside Express Lanes

Geila is supporting public involvement efforts on the Georgia Department of Transportation (GDOT) I-285 Westside Express Lances by providing stakeholder outreach and community planning services. This project requires the use a variety of traditional and nontraditional media, including print, broadcast, social media, and digital marketing to effectively communicate to specialized and traditionally underserved populations. Other duties include but are not limited to exploring public opinion and soliciting input from stakeholders via community meetings and stakeholder interviews.





KATRINA HIGHSMITH

Manager, Marketing and Communications

REPRESENTATIVE EXPERIENCE

With over ten years of experience in all aspects of corporate

communications and expertise in the public/private sector, technology, public affairs, lifestyle, fashion and sports industry, Katrina Highsmith has a proven history of driving conversions, increasing company sales, generating customer and community engagement, designing successful digital, grassroots marketing and social media campaigns. Earlier in her career, Katrina worked for the Philadelphia 76ers, where she assisted in developing marketing plans; advancing their marketing objectives and planned/implemented company events.

Katrina served as the Public Relations Director of LIGATT Security International and SPOOFEM.COM. Her expertise with managing client accounts, budgets, and developing Marketing campaigns has led her to independently consult for public relations firms, emerging brands, upcoming events, new projects.

Katrina holds a Bachelor of Arts degree from Delaware State University, serves on the board of the National Association of Black Female Executives in Media and Entertainment and has been included in the 17th Edition of Who's Who in Black Atlanta.

REPRESENTATIVE PROJECT EXPERIENCE

DeKalb SPLOST: Katrina assist with the communications and public involvement for DeKalb County Special Purpose Local Option Sales Tax (SPLOST) projects. Responsibilities include, but are not limited to, identifying key stakeholders, supporting the community advisory committee, coordinating community engagement meetings and communicating key messaging of SPLOST projects via collateral materials, presentations and social media outlets.

Stonecrest Transportation Master Plan: Katrina assists with the communications and public involvement for the Stonecrest Transportation Master Plan. Her responsibilities include identifying key stakeholders, supporting the community advisory committee, coordinating community engagement events and communicating key messaging of Stonecrest TMP projects through social media platforms

G-DOT Westside Express Lanes: Katrina assists with the communications initiatives for one of G-DOT'S Major Mobility Improvement Projects, I-285 Westside Express Lanes. Her key responsibilities include content curation for social media and digital communications, event coordination, and on-site event

EDUCATION

Bachelor of Arts

Communications/Journalism

Delaware State University

Dover, Delaware, 2009





Lauren Blaszyk, AICP

Planner | Pond

Education

Bachelor of City Planning, University of Virginia, 1997

Registration

American Institute of Certified Planners (AICP) #027542

Professional Affiliations

American Planning Association, Georgia Chapter District 3

Representative, GPA Board of Directors



Years of Experience

16

Lauren has 16 years' experience in planning, including land use, transportation, economic development, the National Trust for Historic Preservation's Main Street Program, policy, and public involvement. She has spent her career in both the public and private sectors, which gives her a unique perspective on planning projects and issues. Lauren has assisted with, and managed, a broad range of plans and studies, including comprehensive plans, corridor studies, economic development strategies, wayfinding signage plans, comprehensive transportation plans, design guidelines and overlay districts, zoning text amendments, and zoning ordinance updates. As a consultant, Lauren has worked with municipal governments, county governments, development authorities, and state agencies.

Experience

Snellville Unified Development Ordinance

Snellville, GA

Pond Project Manager

Milton Unified Development Code

Milton, GA

Pond Project Manager

Glynn County Code Update

Glynn County, GA

Pond Project Manager

McDuffie County Ordinance Updates

McDuffie, GA

Project Manager

Winder Code Update

Winder, GA

Pond Project Manager

DeKalb County Zoning Amendment On-Call

DeKalb County, GA

Cobb County Area Specific Design

Guidelines

Cobb County, GA

Project Manager

College Park Planning Services

College Park, GA

City Planner

Stockbridge 2038 Comprehensive Plan

Stockbridge, GA

Planner

Gwinnett 2040 Unified Plan

Gwinnett County, GA

Deputy Project Manager

Pickens County Comprehensive Plan

Pickens County, SC

Lead Planner

College Park 2036 Comprehensive Plan Update

College Park, GA

Project Manager

Fairburn 2034 Comprehensive Plan

Fairburn, GA

Planner



Bob Williams, PE, LEED AP
QA/QC | Pond

Education

BS, Civil Engineering, New Jersey
Institute of Technology, 1989

Registration

Professional Engineer, GA #PE35328
GSWCC – Level II Certified Design Professional #0000051631
USGBC LEED Accredited Professional

Professional Affiliations

National Association of Industrial and Office Properties
(NAIOP)

Years of Experience

30

Bob has more than 30 years of consulting experience in civil, environmental, and structural engineering, planning and construction. He is accomplished in municipal, commercial, industrial, and residential site development design and review. Bob also has extensive development experience, having been responsible for land acquisition and entitlements for a national builder, and serving as land transfer agent for the Department of Homeland Security. Bob is experienced in all phases of project development, from proposal preparation through design/ permitting and construction to project close-out and dedication. As Senior Vice President, Bob provides his teams with engineering and development analysis, as well as quality control / feasibility oversight.

Project Experience

Decatur Unified Development Ordinance
Decatur, GA
Project Manager

Snellville Unified Development Ordinance
Snellville, GA
Principal-in-Charge

Glynn County Code Update
Glynn County, GA
Principal-in-Charge

Milton Unified Development Code



Jason Bach, PE
Civil Engineer | Pond

Education

BS, Civil - Environmental Engineering, Georgia Institute of Technology, 2006

Registration

Professional Engineer, GA #35727

Years of Experience

10

Jason has over ten years of experience as a Professional Engineer. During this time, he has worked on multiple aspects of site design and project management for a wide variety of projects including commercial, industrial, banking, residential, federal (research), healthcare, and higher education. Jason brings a wide range of skills and knowledge to the table with his experience, including project management, permit coordination, site and utility design and engineering, hydrology design, and client relations and communications.

Project Experience

City of Snellville Unified Development Ordinance
Snellville, GA
Civil Engineer

Glynn County Code Update
Glynn County, GA
Civil Engineer

City of Duluth Plan Reviews
Duluth, GA
Civil Engineer

City of Acworth Plan Reviews
Acworth, GA
Civil Engineer

Terrasol Conservation Subdivision
Gwinnett County, GA
Project Manager

Sun City Peachtree Master Planned



Heike Slinin, PE, LEED AP
Civil Engineer | Pond

Education

BS, Civil Engineering, Clemson University,
1997

Registration

Professional Engineer, GA #029236

GSWCC – Level II Certified Design

Professional #00000030021

Years Experience

17

Heike has over 17 years of experience providing a wide range of civil engineering and site services from municipal and commercial project to heavy industrial and military projects. She has extensive experience in performing plan reviews, conducting site visits, and meeting with clients to provide project solutions. Cities she has served include the Cities of Acworth, Flowery Branch, Sugar Hill, Clarkston, and Chamblee, among others.

Project Experience

Snellville Unified Development Ordinance

Snellville, GA Civil Engineer

Development Code Update, Environmental Standards

Chamblee, GA Civil Engineer

Milton Unified Development Code

Milton, GA Civil Engineer

Decatur Unified Development Ordinance

Decatur, GA Civil Engineer

Glynn County Code Update

Glynn County, GA Civil Engineer



Lauren Linnane,
ASLA
Communication &
Graphics | Pond

Education

BLA, Landscape Architecture, University of Georgia, 2017

Registration

Professional Engineer, GA #35727

Professional Affiliations American Society of Landscape Architects

Years Experience

3

Lauren is skilled in public work that ranges from public parks and a variety of hardscape and landscape designs. She has a passion for design and it shows; she is skilled in memorial art, trails, community development and planning, multi-purpose planting designs, and overall design enhancements. Lauren is able to clearly explain her designs verbally and through the use of computer graphics, 3-D renderings, construction documentation, illustrative plans, site analysis, and graphic design work. She is highly skilled in the development of plans and graphics that allow our clients to truly see and understand the proposed concepts in 3 dimensions. She is also skilled in Arc GIS

Project Experience

Gwinnett 2040 Unified Plan
Gwinnett County, GA
Plan Development & Graphics

Memorial Drive Revitalization Corridor Plan DeKalb County, GA
Plan Development & Graphics

Webb Bridge Road
Alpharetta, GA
Landscape Designer

City of Milton TSPLOST Batch 1 Design Services Milton, GA



Sydney Thompson, PLA

Landscape Architect

Education

BLA, Landscape
Architecture, University
of Georgia, 2013



Registration

Professional Landscape Architect, GA
#LA001801

GSWCC – Level
II Certified Design

Sydney's experience includes high-end residential, parks and public spaces, and facilities planning. With a background in residential design, she is able to understand how the smallest details of a design make the biggest impacts on how people experience a space. By implementing the ideas and practices she learned in residential design, she is able to bring larger sites down to the human scale. Sydney is skilled in Arc GIS and in creating graphics and renderings in a variety of ways to convey and illustrate designs ideas.

Project Experience

Atlanta BeltLine Enota Park
Atlanta, GA
Landscape Architect

Findley Plaza Revitalization
Atlanta, GA
Landscape Architect

AlphaLoop
Alpharetta, GA
Landscape Architect

Blue Heron Nature Preserve
Atlanta, GA
Landscape Architect

Project Approach and Timeline Plan.

The TCF team's overarching approach views zoning and development codes as the framework that enables the best possible built environment, through the clearest, easiest process. We start with policy mandates adopted by the local officials and guide our work by always asking, "What does this regulation need to accomplish or remedy?" We test the result by asking "Does this rule achieve its objective? Who will enforce it, at what time in the process?" and we work with the City's legal team to check that the results are legally defensible.

Our team recognizes the complexity of development – our team has served as local government staff at the Director-level and as land planners and engineers for the private sector. We have hands-on success of taking lessons learned nationally with pragmatic experience in the field.

That's why we build in mission-critical administrative tools such as a Project Management Plan and a "Roll-Out Management Plan" for implementation post-adoption.

Task A: Public Participation Process

The Public Process needs to achieve several **objectives**: it gathers data and insight regarding **all users' needs**; it needs to **create awareness** about the process and the potential outcomes of a new regulatory framework; it needs to **inform** the public and specific users of the code about the City's adopted vision and land development policy. It should **build consensus**, support and ownership over the draft code that results from the project.

Public Involvement Plan: The TCF team tailors each plan to meet the particular needs of a given community, with varied strategies for different stakeholders and users. By users, we mean the staff, officials who hear petitions, applicants and the residents impacted by new development.

A public involvement plan will engage the general community and targeted users. The TCF team employs a variety of communication techniques – webpage and social media content, email blasts, signs, newspaper advertisements, flyer/FAQ distribution at strategic locations, public service announcements, and press releases.

TCF will meet with the Governing Body, the Planning Commission and City Staff for an orientation meeting in order to provide understanding of project goals, schedules, issues, policies, and challenges. Ideally, this could be conducted as a joint event so Commission members and elected officials can hear each other's concerns and preferences.

Technical and Ad-hoc Advisory Committees: TCF recommends establishing a Technical Committee and an Advisory Committee. We anticipate key zoning, engineering, business license and code enforcement staff to comprise – or occasionally attend - the **Technical Committee** that will guide the code development. We



anticipate meeting bi-monthly, with several staff overlapping in attendance at the Advisory Committee meetings.

The **Advisory Committee** ideally includes members from the following groups: the Planning Commission and Zoning Board; quality developers that represent residential, mixed-use and non-residential markets; residential and non-residential builders and home ownership association leaders. The Committee will provide TCF with key, ongoing input throughout the process of updating the zoning ordinance regarding what the community would like to see and what the market can deliver. This committee will also act as a “check and balance”, to ensure input heard from the public and stakeholders are accurately translated into the update.

Events: Meetings, Roundtables and Summit. We take advantage of existing **networks** in the development community and recommend roundtables for developers, builders (e.g., Greater Atlanta Homebuilders Association), homeowner associations and businesses such as the Main Street members and Chamber of Commerce. Roundtable events will be especially useful for “testing” code recommendations on real projects

If Staff anticipates HOA concerns, TCF recommends a “**Home Owners Summit**” early in the process to engage residents and dedicate a listening session to concerns. From this summit a targeted email list can be generated to keep concerned citizens regularly posted throughout the process.

A general public meeting shall be held to present the draft ordinance to the public prior to finalizing the ordinance and presenting the final deliverables. The primary purpose of the meeting will be a review of the draft zoning codes and to gather feedback for any later modifications to ensure a good fit within the community.

Summary events and Interviews: Depending on Stockbridge Staff preference, we anticipate:

1 Orientation meeting – Mayor and Council

4-5 Planning Commission Meetings

3 Advisory Committee meetings

6-8 Technical Committee meetings

6-8 Interviews with code users and development community

2-4 Roundtables

1 Summit

1 General public meeting

Up to 5 Speakers Bureau events (where a TCF member attends an association or organization’s meeting to present draft code and solicit feedback)

3 Public Hearings for adoption process (see Task J-L)



Tasks B & C: Project Coordination and Orientation

The TCF team will prepare a **Project Management Plan** and a detailed Milestone Schedule that supplements the general project schedule. The plan establishes communications protocols, transmittal and review time periods, reporting, billing and the items indicated in Section IV. B 1-6 of the RFQ. The propose plan is discussed at the Project Orientation/Kick-Off meeting with the City's project manager, revised as determined through mutual agreement and finalized. It also establishes GIS data transfer, tracking, standardization and protocol for packaging.

Tasks D & E: Issue identification and Development Code Analysis

Part of the TCF team values stems from our role in preparing the recent update of the Comprehensive Plan. We can immediately generate evaluation tools from that work based upon the adopted vision and goals for land management and urban design. We are familiar with areas of transition and the special needs associated with large mixed-used projects like the Jodeco Road proposal.

Issue Identification. We use a matrix to capture the issues identified from the initial public involvement efforts and interviews. TCF also uses a "rapid assessment" tool that relies on stakeholder identification of actual recent developments as examples of "Desired" or "Problematic", and analyzes what aspects of the code enabled the desired elements and what gaps in the code allowed problematic results. We photo-document field evidence to more easily communicate recommendations later in the process.

The TCF team will review site development regulations to identify areas requiring **modernization** – both as a matter of best-practices and **as required by state regulations**. For example, the Metropolitan North Georgia Water District updated its Model Stormwater Ordinance (2019) as well the Stormwater Manual (2016). These document both promote specific technologies for Low Impact Development (LID) and create higher standards. Local governments around the country are looking at ways to build resiliency to more extreme and more frequent weather events without creating barriers to investment. Our team brings these best practices to the development process. We also compare zoning sections with related development codes to standardize and improve urban design standards such as streetscape treatments, buffer plantings and basic quality architectural materials.

The TCF team will:

- Prepare a consolidated matrix of "Issues and Needs"
- Prepare a matrix evaluating how existing zoning and development do or do not meet adopted policy goals and objectives ("Policy Gap Analysis")
- Conduct a mis-match analysis of all definitions used throughout the existing subdivision,
- Review and consideration of past planning efforts
- Review of existing land uses and zoning codes and applicable state and federal laws
- Identify opportunities for change that are consistent with planning documents and input from community charrettes



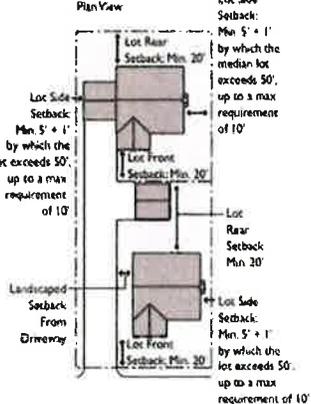
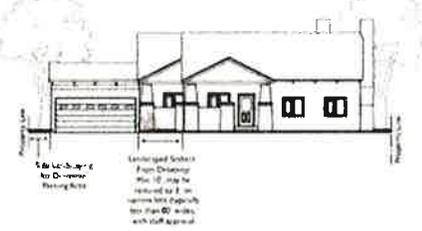
- Consolidate these results and prepare an analysis of the subdivision code, design standards, zoning and site plan ordinance with reference to urban-design principles, best- practice and adopted policy

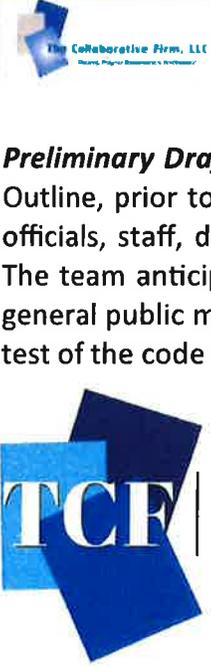
Tasks F & G: Develop New Code Outline, Preliminary Draft and Draft

Outline of proposed changes. The outline document will present the elements delineated in the RFQ (p.37) regarding a recommended structure, format, options considered and the rationale for the preferred set of recommendations. The proposed changes will aim to foster predictable built results and a high-quality public realm by using physical form as the organizing principle for the code. The presentation will of this deliverable will allow for systematic review and comment. The Outline will benefit from Planning Commission, staff, and Technical Committee member feedback.

Sample Formatting

Standard	R-1	B-6	B-10	B-20	B-40	Additional Standards
DEVELOPMENT INTENSITY AND NEIGHBORHOOD COMPATIBILITY						
Maximum Building Size and Lot Size (sq ft)	5,000	5,000	10,000	20,000	40,000	In addition, Castle Valley and Fairview require consistency with existing development in the area. See Chapter 7, Lot Size Consistency.
Minimum Lot Width (ft)	50	80	100	150	150	
Minimum Lot Width, Corner Lot (ft)	60					
Maximum Lot Coverage (%)	60	40	40	40	60	
One-Story Building (%)	45	45	45	45	45	
BUILDING HEIGHT AND FORM						
Maximum Height (ft)	25	25	25	25	25	The building height limitation does not apply to churches, church spires, flag poles, or towers for aerial observation as necessary and essential to the proper use of a building.
Height Exception (ft)	Up to 30	Up to 30	Up to 34	Up to 37	Up to 37	Provided that the median lot and the portion of the roof over 25 feet in height is at least 15 feet away from building setback property line. See Figure 2.2-2.
Maximum Storey	2	2	2	2	2	
Maximum Second Storey Floor Area (%) (Percentage of First Storey Building Footprint)	80	80	80	80	80	The second storey cannot exceed 80 percent of the first storey building footprint area.
BUILDING RELATIONSHIP TO STREET						
Maximum Front Yard Parking (%)	50	50	50	50	50	See Figure 2.2-3.
Street Facing Facade Design	Required: Street facing facades must be designed to orient toward the public street or private street. If facade does not abut public street, windows, entry door, and other elements must be incorporated to create an attractive street appearance that enhances the surrounding neighborhood.					
Building Entrances on Streets	Required: The principal entry shall be located on a public lot, street, or private street if lot owners do not abut public street.					
Covered Front Porch or Covered Recessed Entry	Required:					
Minimum Depth (ft)	5	5	5	5	5	Alternative designs that create a recessed entry, facade visible from the street, such as a porch or a sheltered front entry, may be approved by Staff. See Figure 2.2-4.
Minimum Area of Porch and/or Recessed Entrance (sq ft)	5 percent of the first storey building footprint area, up to a maximum of 100 square feet.					



THE COLLABORATIVE FIRM

Preliminary Draft and Draft. The TCF team will consolidate the feedback and review with Staff for a revised Outline, prior to proceeding with the Draft and guiding documents for each chapter. The Team will engage officials, staff, developer stakeholders and residents via methods identified in the Public Involvement Plan. The team anticipates 2-3 Committee meetings, 2 roundtables, 2 briefings with Planning Commission, and a general public meeting. At least one roundtable will focus on builders and developers to conduct a “dry run” test of the code on an actual project. Finally, the team will conduct up to five “Speakers Bureau” events at

this stage to obtain feedback. Meetings (minimum two) with the City Attorney will orient the City Attorney to the draft and allow the consultant team and Staff to receive legal review feedback.

The results of these efforts shall be consolidated and assessed for review with City staff and technical committee for determinations about the Final Draft.

Task H & I: Prepare Zoning Map Changes and Final Drafts of Development Code

Based on stakeholder input, field visits and the analysis of the Future Land Use map in relation to existing zoning districts, the TCF team will generate recommended changes to the **Zoning Map**. Communicating these recommended changes will involve targeted property owner outreach and a dedicated method for soliciting input regarding the proposed change and the expected outcomes desired for new development. Feedback will be consolidated for consideration with the Planning Commission for the preparation of a final drafts of the zoning map.

The TCF team will present a final copy of the Zoning Code and Map for adoption, along with a User Guide and a **“FAQ”** sheet summarizing key elements of the new code.

The team will also prepare a **“Roll-Out Management Plan”** with anticipated dates needed for successful administration of the new code, including: a checklist for codification (Municode) dates; applicant instruction, submittal checklists and forms; reviewer **“cheat sheets”**; orderly process to receive public feedback on code and mapping issues with a targeted time frame to evaluate the code’s performance within 18 months of effective date; staff training plan for all reviewers (engineering, transportation, arborist, fire marshall, zoning, etc.) and web posting of user guides.

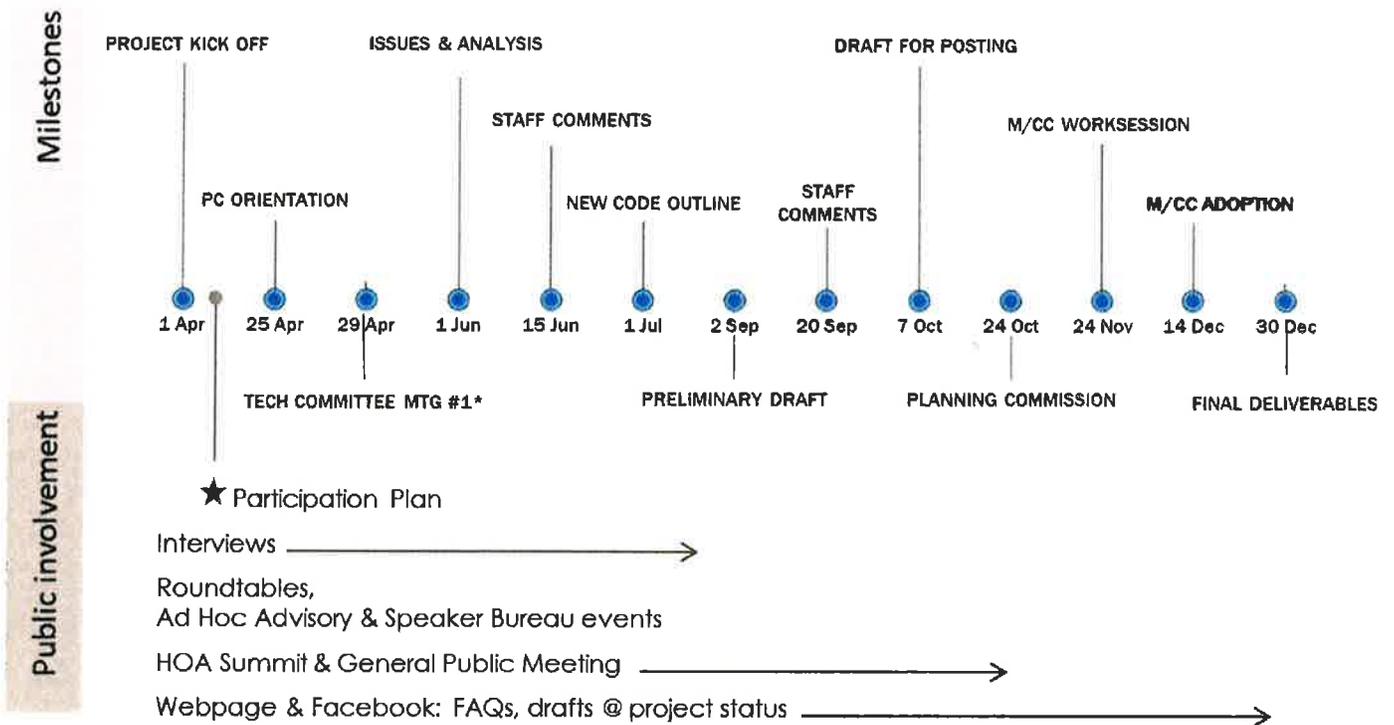
Tasks J, K & L: Prepare Adopted Code and Project Deliverables

The TCF Team anticipates 1 Planning Commission and 1 – 2 Council Public Hearings to consider the zoning code and Final Draft. The TCF will provide the presentation materials prior to the scheduled meeting for review and approval. The team will consolidate comments heard, with responses prepared for City staff to consider and make changes accordingly using an **“errata”** sheet for easy posting on web page, along with a cover memo clearly communicating the rationale for final changes.

Deliverables will be packaged in accordance with section III. L of the RFQ (p. 38), including the GIS shapefile of the proposed Zoning Map updates.



STOCKBRIDGE UNIFIED DEVELOPMENT CODE PROJECT TIMELINE



*NOTE: Technical Committee typically will meet bi-monthly thereafter



Headquarters/Local Office

The Collaborative Firm, LLC
1514 E. Cleveland Avenue
Suite 82
Atlanta, GA 30344

Key Firm Contacts

Michael Hightower
mhightower@tcfatl.com
404-684-7031

Michelle Alexander
malexander@tcfatl.com
404-684-7031

State of Incorporation

Georgia



The Collaborative Firm Projects

Recent

- **Fort McPherson Feasibility Study**
- **City of Fairburn Comprehensive Plan**
- **City of Stockbridge Comprehensive Plan**
- **City of Stonecrest Comprehensive Plan**

Current

- **City of College Park—On-Going Planning Services**
- **Clayton County —On-Going Planning Services**
- **City of Palmetto—On-Going Planning Services**
- **City of Forest Park—On-Going Planning Services**
- **City of Union City - On-Going Planning Services**
- **Town of Brooks—On-Going Planning Services**
- **South Fulton Parks Master Plan**
- **Sigman Road—Rockdale County Feasibility Study**
- **City of Stonecrest Zoning Ordinance**
- **DeKalb SPLOST—Program Management Team**
- **Clayton SPLOST—Program Management Team**



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

Michael Hightower, Managing Partner

Name/Title of Authorized Agent

3/3/2020
Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-PROPOSER

State of Georgia City of Peachtree Corners, being first duly sworn, deposes and says that:

(1) He/She is Robert Williams (owner, partner officer, representative, or agent) of Pond & Company, the sub-Proposer that has submitted the attached solicitation;

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

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-Proposer 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 solicitation in connection with the Contract for which the attached solicitation 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 solicitation 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 solicitation are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.



(Signed)

Senior Vice President

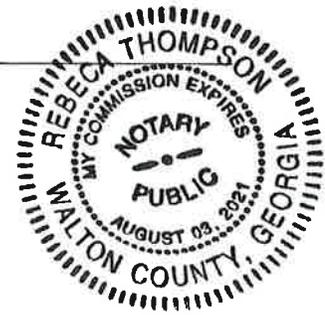
(Title)

Subscribed and Sworn to before me this 26 day of February, 2020.

Name Rebeca Thompson 

Title Senior Administrative Assistant

My commission expires (Date) 8/3/2021



FORM 4

INELIGIBILITY CERTIFICATE

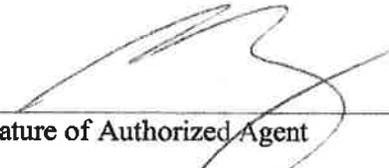
This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

The Collaborative Firm, LLC, and it is also whose address is

1514 East Cleveland Ave. Suite 82 East Point, GA 30344, certifies that the

Proposer, nor any of its Sub-Proposers to be used in performing this Contract, are listed on the list of Ineligible Proposers maintained by the Comptroller General of the United States.



Signature of Authorized Agent

Michael Hightower, Managing Partner

Name/Title of Authorized Agent

3/3/2020

Date

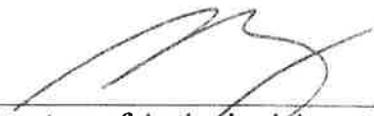
FORM 5

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 The Collaborative Firm, LLC, and it is also whose address is 1514 East Cleveland Ave. Suite 82 East Point, GA 30344, 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-Proposer hired by the consultant shall be required to ensure that the Sub-Proposer's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Proposer 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-Proposer'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

Michael Hightower, Managing Partner

Name/Title of Authorized Agent

3/3/2020

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 The Collaborative Firm, LLC, and, it is also, whose address is 1514 East Cleveland Ave. Suite 82 East Point, GA 30344, 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

Michael Hightower, Managing Partner

Name/Title of Authorized Agent

3/3/2020

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) x 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: Michael Hightower

*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 3rd Day of May

Notary Public: [Signature]

My Commission Expires: 4/1/2020



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

Signature of Proposer's Authorized Agent:  _____

Name and Title of Proposer Authorized Agent: Michael Hightower

Date: 3/3/2020 Telephone No: 404-684-7031

Firm or Company Name: The Collaborative Firm, LLC

Address: 1514 East Cleveland Ave. Suite 82 East Point, GA 30344

FORM 9

BID SUBMITTAL LETTER

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

The undersigned, The Collaborative Firm, LLC, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid 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 incorporate 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 Proposer's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this 3rd day of March, 2020

By

Managing Partner

Title

Sworn to and subscribed before me the 3rd day of March, 2020.
Notary Public

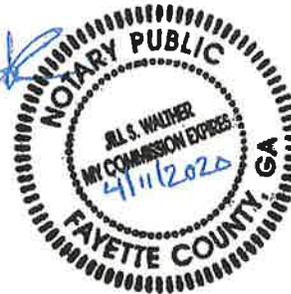
My Commission Expires:

Date

4/11/2020

3/3/2020

J.L.S. Walther



STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION PROPOSER AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Proposer 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 Proposer] The Collaborative Firm, LLC on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program² 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-Proposer(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, Proposer will secure from such Sub-Proposer(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Proposer Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Proposer 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-Proposer(s) is retained to perform such service.

156926

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer of Agent
(Insert Proposer Name)

Managing Partner

Title of Authorized Officer or Agent of Proposer
Michael Hightower

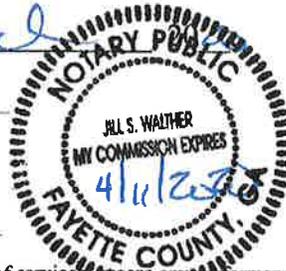
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 3rd day of March

Notary Public: [Signature]

City: East Point

Commission Expires: 4/11/2020



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means the performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFQ, 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-PROPOSER AFFIDAVIT

By executing this affidavit, the undersigned Sub-Proposer 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 Proposer] The Collaborative Firm 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.

175046
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Sub-Proposer Name)

Human Resources Coordinator
Title of Authorized Officer or Agent of Sub-Proposer

Yesenia Chavez
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 26 day of February, 2020

Notary Public: [Signature]

City: Peachtree Corners

Commission Expires: 8/3/2021



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, RFQ, 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

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 60 inclusive, including any addenda # 1 to # _____ exhibit(s) # 1 to # 3 , attachment(s) # 1 to # 2 , and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: The Collaborative Firm

Signature: _____

Name: Michael Highlander

Title: Date: 3/3/2020

(Affix Corporate Seal)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Proposer hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Proposers, 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 Proposer, its directors, officers, employees, Sub-Proposers, 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.

Proposer further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Proposers, 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 Proposer. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROPOSER ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE PROPOSER IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING PROPOSER.

COMPANY: The Collaborative Firm, LLC SIGNATURE: 

NAME: Michael Hightower TITLE: Managing Partner DATE: 3/3/2020

Section 10—Business License, Licenses and Insurance

EAST POINT
GEORGIA

Department of Planning and Community Development
City Hall * 2757 East Point Street * East Point * GA 30344

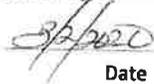
404.270.7185 (Phone) 404.765.2784 (fax) www.eastpointcity.org

**BUSINESS OCCUPATIONAL TAX
CERTIFICATE**

Certificate No.: **20-12112**
Classification: **MANAGEMENT CONSULTANTS**
Control No.: **13447**
Name of Business: **THE COLLABORATIVE FIRM LLC**
Location Address: **1814 CLEVELAND AVENUE STE 82**
Phone Number: **(404) 684-7031**
Comments:
Issue Date: **March 02, 2020**
Expiration Date: **December 31, 2020**

This certificate expires when the business changes ownership or moves to a new location.


Business License Representative


Date

POST IN A CONSPICUOUS PLACE ON THE PREMISES



**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFQ NO. 2020 - 0006
SOLICITATION TITLE: **CONSULTANT SERVICES FOR THE PREPARATION OF
UNIFIED DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE**

PROPOSING FIRM (List name exactly as provided in proposal):

City of College Park

Date of Verification:

February 24, 2020

Reference Organization:

City of College Park

Project Verified (Include the Project Name / Title and a brief description of the Project):

City Planner and Comprehensive Plan Services

Person Contacted:

Terrence R. Moore, ICMA-CM

Title of Contact:

City Manager

Telephone Number including extension:

404-669-3756

Email Address:

tmoore@collegeparkga.com

Questions Yes No

- 1. Were you satisfied with the Company/Organization's overall performance? *Yes!*
- 2. Did the firm adhere to the scope of work and bid requirement? *Yes!*
- 3. did the firm provide deliverables as agreed upon? *Yes!*
- 4. Would you engage this firm again? *Yes*

Additional comments provided by Proposer's contact:

*A long standing productive relationship
with the City of College Park.*

Signature Date

**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFQ NO. 2020 - 0006
SOLICITATION TITLE: **CONSULTANT SERVICES FOR THE PREPARATION OF
UNIFIED DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE**

PROPOSING FIRM (List name exactly as provided in proposal):

The Collaborative Firm

Date of Verification:

February 25, 2020

Reference Organization:

City of Fairburn

Project Verified (Include the Project Name / Title and a brief description of the Project):

City of Fairburn Zoning Audit and Rewrite

Person Contacted:

Tarika Peeks

Title of Contact:

Director of Planning and Zoning

Telephone Number including extension:

770-964-2244 ext. 120

Email Address:

tpeeks@fairburn.com

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance? Yes
2. Did the firm adhere to the scope of work and bid requirement? Yes
3. did the firm provide deliverables as agreed upon? Yes
4. Would you engage this firm again? Yes

Additional comments provided by Proposer's contact:

Tarika Peeks 2/25/20

Signature Date





EXHIBIT II
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFQ NO. 2020 - 0006
SOLICITATION TITLE: CONSULTANT SERVICES FOR THE PREPARATION OF
UNIFIED DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE

PROPOSING FIRM (List name exactly as provided in proposal):

THE COLLABORATIVE FIRM

Date of Verification:

3/4/2020

Reference Organization:

CITY OF STONECREST

Project Verified (Include the Project Name / Title and a brief description of the Project):

CITY OF STONECREST COMPREHENSIVE PLAN 2038/FUTURE LAND USE

Person Contacted:

JASON LARY

Title of Contact:

MAYOR

Telephone Number including extension:

770-224-0200 EXT. 171

Email Address:

jlary@stonecrestga.gov

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Super work!!! Very professional!!

Signature Date

Jason Lary 03-04-2020



**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFQ NO. 2020 - 0006
**SOLICITATION TITLE: CONSULTANT SERVICES FOR THE PREPARATION OF
UNIFIED DEVELOPMENT CODE FOR CITY OF STOCKBRIDGE**

PROPOSING FIRM (List name exactly as provided in proposal): The Collaborative Firm, LLC

Date of Verification: March 4, 2020

Reference Organization: City of East Point

Project Verified (Include the Project Name / Title and a brief description of the Project):

1. East Point 2006 Comprehensive Plan Update 2. 2010 Capital Improvement Program Management Team. 3. 2020 Conceptual Design and Uses for 1981 W Woodberry

Person Contacted:

Geneasa L. Elias, AICP

Title of Contact:

Special Projects Coordinator

Telephone Number including extension:

(404) 270-7026

Email Address:

gelias@eastpointcity.org

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance? **Yes**
2. Did the firm adhere to the scope of work and bid requirement? **Yes**
3. did the firm provide deliverables as agreed upon? **Yes**
4. Would you engage this firm again? **Yes**

Additional comments provided by Proposer's contact:

The staff for The Collaborative Firm, LLC is very knowledgeable in the matters of planning, community engagement and

program management. The firm's members consist of staff with a diverse background which provides for a comprehensive

work product that is easy to understand and implement.

03/04/2020

Signature Date

EXHIBIT C

CONSIDERATION FOR AGREEMENT

Consultant shall be paid an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for the services contemplated by this Agreement. The sum shall be paid within thirty (30) days of Consultant's completion of the services contemplated by this Agreement.