REQUEST FOR QUALIFICATION (RFQ) NO. 2019-00029

SITE SELECTION MARKET RESEARCH

WEDNESDAY, SEPTEMBER 25, 2019

Stockbridge

Where Community Connects

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

Table of Contents

INTRODUCTION

PURPOSE

BID DUE DATE

CONTACT PERSON AND INQUIRIES

RFQ SCHEDULE OF EVENTS

CLARIFICATION & ADDENDA

SUBMISSION REQUIREMENTS

OVERVIEW QUALIFICATION REQUIREMENTS

QUALIFICATION EVALUATION

EXHIBIT I (DETAILED SCOPE OF SERVICES) …….....31-32

EXHIBIT II (REFERENCE VERIFICATION FORM…….....37

EXHIBIT III (REQUIRED CERTIFICATION/ ATTACHMENT) ….…….....38

FORM 1 NON-COLLUSION BIDDING CERTIFICATE….…….…….….39

FORM 2 NON-COLLUSION SUB-CONTRACTOR……..…….40

FORM 3 CERTIFICATION REGARDING DEBARMENT.……. ….41

FORM 4 INELIGIBILITY CERTIFICATE……..……...……..….42

FORM 5 CERTIFICATION OF DRUG-FREE WORKPLACE……..….…….43

FORM 6 CONFLICT OF INTEREST ….……..……44

FORM 7 AFFIDAVIT VERIFYING STATUS ……. ……..……. …. ….45

FORM 8 CERTIFICATION REGARDING LOBBYING.……...46

FORM 9 BID SUBMITTAL LETTER…….….47

FORM 10 GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT……...48

FORM 11 GEORGIA SECURITY SUB-CONTRACTOR AFFIDAVIT ……...……49

FORM 12 CERTIFICATE OF ACCEPTANCE ….…….....50

Stockbridge

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. 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 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.

Lindell Y. Miller

Sincerely,

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

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

REQUEST FOR QUALIFICATIONS. 2019-00029
SITE SELECTION MARKET RESEARCH
Wednesday, September 25, 2019

1.0 INTRODUCTION

1.1 PURPOSE

The City of Stockbridge, (hereafter referred to as "the City), is soliciting written qualifications from firms to provide an Site Selection Market Research to conduct a study to gather input from the community, weigh facts and statistics with that input and produce a well-founded site selection market research plan that can be properly and cohesively executed by the City's new Site Selection Market Research plan in conjunction with other city departments, community leaders and groups and regional entities. The City Council's vision is that Stockbridge will be the City of choice for talent, quality lifestyle, commerce and uniquely vibrant culture. The City will achieve this vision through its mission to provide resources, highest quality services and development opportunities to citizen and the business community. The City of Stockbridge is looking to secure the services of an individual or firm that has extensive experience in conducting a multi-year site selection market research plan and multi-year action plan for City government. All qualifications should clearly define how consultants will work with the City to assist in a comprehensive and participatory planning process. Qualifications are being solicited in accordance with terms, conditions and instructions set forth in this Request for Qualifications (RFQ).

Qualifications provided in response to this RFQ that comply with the submittal Requirements set forth in the RFQ, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Exhibit I and the requirements set forth in this RFQ. Based on the results of the evaluation, the City will award the contract to the most advantageous Proposer based on the evaluation factors set forth in the RFQ. The Proposer shall describe services proposed in this RFQ. This overview shall provide enough information to demonstrate the Proposer's clear understanding of the services requested by the City through this RFQ.

METHOD OF SOURCE SELECTION: This procurement is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances and the specific method of source selection for the services required in this Qualification is Chapter 3.30 – Procurement.

1.2 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 council members and a City

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

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.

The City of Stockbridge provides a full range of services including public works, parks and recreation, library, public water, sanitary and storm sewer utilities and code enforcements services.

1.3 SCOPE OF WORK

The City of Stockbridge is seeking a consultant to lead them and City Staff through the process of developing and implementing a site selection market research plan with the deliverables outlined below. The City desires an inclusive process involving input from the City Council, City Manager, and City Staff, as well as any input that can be derived from historical planning efforts (i.e. past site selection market research plans, needs assessment studies, comprehensive planning, downtown revitalization plan, etc.).

The anticipated timeframe for this project would be October 2019. The following activates are anticipated to be a part of this assignment:

- Interviews with the City Manager and Department Heads.
- Survey or interviews with City Council.
- Public input session/public meeting.
- Public outreach to stakeholders
- Facilitation of Site Selection Marketing Research Planning workshops with the City Manager, City Council, and Department Heads.
- Preparation of a draft report and draft findings.
- Preparation of a final report and presentation to City Council

1.4 CONTRACT PERIOD

The initial contract term shall be one (1) year from the date of execution. The contract may be renewed for two (2) additional one (1) year periods. Renewal of the contract, if applicable, into the second, third or fourth year will be made thirty (30) days prior to the expiration date. If needed, the annual contract will be extended 90 days or for such period beyond the contract expiration date as it may be necessary to afford the City a continuous supply of the item(s). Should the bidder or the City not desire to renew the contract, new bids will be solicited for the purpose of establishing a new contract.

The City's determination to extend an offer to exercise an optional Contract term shall be based upon the availability of funding, and the City's satisfaction with the product / service, and will be at the sole discretion of the City. The Contract associated with this RFQ shall commence upon the date of the formal execution of the Contract and shall remain in effect throughout its term without an amendment in the pricing or terms or conditions. Unless mutually agreed upon in writing by all parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be the same as those contained within in this Agreement

1.5 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".

1.6 PRE-BID CONFERENCE

The Pre-Bid 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.

1.7 QUALIFICATIONS DUE DATE

All qualifications 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, October 24, 2019 (12 Noon) EDT.,** legal prevailing time. All submitted qualifications shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any qualifications received after this appointed schedule will be considered late and will be returned unopened to the Qualifier. The qualification 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. 2019-00029
Site Selection Market Research
City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281
RFQ Due Date: Thursday, October 24, 2019 (12 noon) EDT

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

1.8 DELIVERY REQUIREMENTS

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

1.9 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 Qualifier by addendum. No verbal responses shall be authoritative.

1.10 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 Qualification Issued to Public	**Wednesday, September 25, 2019**
Non-mandatory Pre-Qualification meeting City of Stockbridge City Hall 4640 North Henry Boulevard Stockbridge, GA 30281	**Wednesday, October 9, 2019** **(10:00 AM) EDT**
Last Day for Questions to be Submitted	**Wednesday, October 16, 2019** **(12 Noon) EDT**
Due Date	**Thursday, October 24, 2019** **(12 noon) EDT**

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

1.11 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 qualification of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

1.12 CLARIFICATION & ADDENDA

Qualifiers may submit requests for clarifications or interpretations regarding this RFQ and the Contract. Qualifiers 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, Qualifiers are cautioned that if Qualifiers 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 **October 16, 2019 (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. Qualifiers 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 Qualifier of any obligations or conditions required by this RFQ.

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

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. Qualifiers who submit a qualification 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 Qualifiers.

During the period provided for the preparation of Qualifications, 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. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFQ.

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

1.13 PREPARTION OF QUALIFICATIONS

a. Negligence on the part of the qualifier in preparing the qualification confers no right for withdrawal or modification in any way after the deadline for the qualification opening.

b. Unit price must be shown on the Qualification Cost Submittal Form in this document. All qualification s 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 qualifier 's request and expense if items are not destroyed by testing.

e. Full identification of each item qualification upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the qualifier 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 qualification for further consideration.

g. Final determination of equivalency will be determined by the City of Stockbridge.

h. Qualifiers 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 qualifier'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 qualifier 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.

1.14 REJECTION AND WITHDRAWAL OF QUALIFICATIONS

a. Withdrawal of Qualification 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 qualification in order to withdraw a qualification after qualification opening. Withdrawal of qualification for this reason must be done in writing within the forty-eight-hour period.

b. The City will make a recommendation of the qualification to the City Council within 60 days from date of the opening.

c. The City may reject all or part of the qualification within 60 days of qualification opening.

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

1.15 QUALIFICATION AND CONTRACT DOCUMENTS

a. A qualification 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 qualifications /bid submitted by the successful Contractor.

1.16 EXCEPTIONS AND OMISSIONS

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

1.17 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

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

1.18 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).

1.19 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 Qualifier. 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 into 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 qualification to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor category applicable to the subcontractor, as well as attestation(s) from such will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number subcontractor(s) that they are complying. Such attestation(s) shall be maintained and maybe inspected by the City at any time. An affidavit of such compliance included with the qualification must be signed by the contractor and will become part of the contract.

1.20. SAFETY

All vendors and subcontractors 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 contractors and subcontractors 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.

1.21. DESIGN, STANDARDS AND PRACTICES

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

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

1.22. STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor'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.

1.23. NON-COLLUSION

By submitting a qualification in response to this solicitation, the proposer represents that in the preparation and submission of this qualification, said qualifier did not either directly or indirectly, enter into any combination or arrangement with any person, Qualifier, 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 qualification preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

1.24. NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, 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.

1.25. DRUG FREE WORKPLACE CERTICATION

By signing the Supply Service Contract form, the Contractor 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 Contractor's employees during performance of the contract; and
b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

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

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

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

1.26. GEORGIA SECURITY AMD IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor 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 qualification and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors 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 Contractor.

1.27. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the contractor 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 contractor 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 contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

1.28. 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 qualifier shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, qualifier shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this qualification. The qualifier 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 qualification. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

1.29 AUTHORITY TO SIGN

a. If a qualification 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 qualifier should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

1.30. CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Qualifier installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.

b. The successful Qualifier will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful qualifier will bear all costs of correcting such rejected work.

c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.

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

d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

1.30 QUALIFICATION SECURITY AND PERFORMANCE BONDS

a. No Bond is required

1.31 RFQ SUBMITTALS

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

1.32 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 Qualification 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 County 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 Evaluation 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 Evaluation 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.

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

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

1.33 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

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

The EC 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. Qualifiers / Providers may be requested to demonstrate the nature of their offered solution to the EC. 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.

1.34 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.

1.35 AWARD OF CONTRACT

a. 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 qualifications, 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 qualification(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 qualification will be awarded to the lowest responsive, responsible or highest scored qualifier(s), based upon the qualification requirements herein. The qualification specifications and results will be available on the City's web site: https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26.

b. City of Stockbridge reserves the right to reject any qualification if the evidence submitted by or investigation of, the qualifier fails to satisfy the City that the qualifier is properly qualified to carry out the obligations of the Contract. If the successful qualifier defaults on their qualification, an award may be made to the next low responsive and responsible qualifier or highest scored qualifier(s).

c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

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

Responsibility - The determination of the qualifier's responsibility will be made by the City based on whether the qualifier 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 qualifier's responsiveness will be made by the City based on a consideration of whether the qualifier has submitted complete qualification documents meeting qualification requirements without irregularities, excisions, special conditions, or alternatives qualifications for any item unless specifically requested in the qualification 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 Contractor 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 qualification. The total of the awarded contract shall not exceed the available funds allocated for the qualification project.

1.36 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.

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

1.37 DISQUALIFICATION OF QUALIFIERS

The submission of more than one (1) qualification to the City as the primary Qualifier 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 Qualifier and the rejection of the qualification.

1.38 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all qualifications, 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 qualifiers submitting responsive qualifications with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the qualifications 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 qualifier to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the qualifier. 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.

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

1.39 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 Qualification/Bid in reference to this solicitation, a Contractor 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.

1.40 CONTROLLING LAW, VENUE

Any dispute arising as a result of this qualification 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

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

arising out of the agreement, this qualification solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

1.41 CONTRACTOR AS INDEPENDENT CONTRACTOR

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

1.42 ASSIGNMENT

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

1.43 PERFORMANCE OF CONTRACT

a. City reserves the right to enforce the Contractor'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 qualifier's performance.

b. The successful Contractor 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 Contractor accepts the relationship of trust and confidence established by the award of this qualification solicitation. The Contractor covenants with the City to utilize the Contractor'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.

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

1.44 DEFAULT AND TERMINATION

a. **Termination by Contractor**

The agreement resulting from this qualification shall be subject to termination by Contractor 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 Contractor to remedy the same.

b. **Termination by City**

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

(1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor 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 Contractor 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 Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.

(2) Contractor 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 Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

(3) Contractors' failure to conduct services according to the approved qualification specifications.

(4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.

(5) Contractor's performance of the contract is unmeasurably delayed.

(6) Should the successful Qualifier 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 Contractor agrees by its qualification 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.

1.45 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

1.46 PAYMENT

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

1.47 INSURANCE AND 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 Qualifier 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**.

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

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.

1.48 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 Qualification 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 1.7 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.

1.49 RESPONSIBILITY OF QUALIFIER

Each Qualifier 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 Qualification. Qualifiers are reminded that they should only contact the person designated by the RFQ.

Each qualifier 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 contractor 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 contractor 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 qualifier 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 qualifier to so familiarize him/herself shall in no way relieve the qualifier from any obligation in respect to his/her qualification.

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

1.50 PUBLIC RECORDS DISCLOSURE:

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

1.51 CONFIDENTIAL INFORMATION

If any Qualification contains technical, financial, or other confidential information that the Qualifier believes is exempt from disclosure, the Qualifier 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, Qualifiers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Qualification as confidential may result in the Qualifier being deemed non-responsive to this RFQ.

Notwithstanding the foregoing, Qualifiers 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 Qualifier may suffer from the disclosure of information or materials to third parties.

1.52 CITY RIGHTS AND OPTIONS

a. This RFQ constitutes an invitation to submit Qualifications 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 qualification(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 Qualifiers. A Qualifier, by submitting a Qualification, agrees to be bound by any modifications made by the City.

e. All costs incurred by a Qualifier 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 Qualifier.

f. The City reserves the right to reject all Qualifications and components thereof to eliminate all Qualifiers responding to this RFQ from further consideration for this procurement, and to notify such Qualifiers of the City's determination.

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

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 Qualifiers who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.

j. The City may request Qualifiers 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 Qualifier(s) submitting Qualifier(s), which are found to be reasonably susceptible for award.

l. The City reserves the right to discontinue negotiations with any selected Qualifier.

m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ.

n. All Qualifications (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 Qualifications 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 Qualifications not received by the Qualification 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 Qualification and to observe and investigate the operations of such facilities.

s. By responding to this RFQ, Qualifiers acknowledge and consent to the rights and conditions set forth in this RFQ.

1.53 COST OF QUALIFICATION PREPARATION AND SELECTION PROCESS

Each Qualification, including preparation of all information required to be included in a Qualification pursuant to this RFQ, shall be prepared at the sole cost and expense (including,

but not limited to, engineering and legal costs) of the Qualifier. In addition, the Qualifier shall be solely responsible for all costs (including engineering and legal costs) incurred by such Qualifier in connection with this selection process, including any costs incurred by the Qualifier in any subsequent negotiations entered in connection with developing the Qualification. 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

Qualification or other information required by this RFQ or procurement process or in connection with the selection process or any negotiations.

1.54 TERMINATION OF NEGOTIATIONS

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

1.55 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.

1.56 REPORTING RESPONSIBILITIES

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

1.57 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Qualification is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and qualifiers are notified that all bids/qualifications 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/qualification at the time of submission, prior to the time for opening bids/qualification. Under state law, the City cannot consider any bid/ qualification 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/qualifiers 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.

1.58 AUTHORIZATION TO TRANSACT BUSINESS

If the Qualifier 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 Qualifier 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.

1.59 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.

1.60 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.

1.61 CERTIFICATION REGARDING DEBARMENT

By responding to this RFQ, Offeror certifies that neither it nor its subcontractors 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.

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

1.62 GENERAL REQUIREMENTS

a. Qualifications may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a qualification 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 qualifications. 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 qualifications 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.

1.63 SUBMISSION REQUIREMENTS

All Qualifications, including all attachments, must be received by the City in a sealed package no later than **Thursday, October 24, 2019 (12:00 Noon) EDT** and must be addressed to:

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

REQUEST FOR QUALIFICATIONS NO. 2019- 00029
SITE SELECTION MARKET RESEARCH
City of Stockbridge, City Hall
Purchasing Division
4640 N. Henry Blvd., Stockbridge GA 30281

The Qualification 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 Qualification shall include proper information, technical information, business related information, and any Technical Qualification forms requested, sealed, marked and packaged. The Qualification 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 qualification forms.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR QUALIFICATIONS RFQ NO. 2019-00029
CITY OF STOCKBRIDGE, CITY HALL
SITE SELECTION MARKET RESEARCH
Qualifier'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) CD or 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.

1.64 OVERVIEW OF QUALIFICATION REQUIREMENTS

Qualifiers shall submit Qualifications in accordance with the content and format requirements set forth in this RFQ. Qualifications 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 Qualification 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 Qualification 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

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

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
The Qualification shall include the appropriate and requested information in enough detail to demonstrate the Qualifier's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Qualifier's responses to the criteria described below.	
Section 1 - Company Information a. Company's local name, address, and telephone number b. Primary local contact person(s) and telephone number(s) c. Total number of company's local full-time employees d. Year company was established e. Description of the company's background and size. f. 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.	**Tab 1**
Section 2 - Organizational Qualifications/ Personnel a. Describe Responder's experience, capabilities and other qualifications for this project; b. How many years has qualifier operated under current company name? c. Has qualifier ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with a Federal, State, or local government agency? d. Statement of qualifications - including any experience with government agencies. e. Professional credentials and experience in providing the services enumerated in this Request For Qualifications, i.e. mechanic certifications, awards, etc. f. Description of the competitive advantage that your company possesses versus other potential providers. g. **Staffing Plan, Including Resumes.** Please provide details about key staff that will be associated with the City of Stockbridge. • Provide résumés or a summary of skills, abilities and experience for each person who will represent your company as related to this proposal.	**Tab 2**

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

• Key management personnel qualified shall not be changed without written City approval in advance of the change.	
Section 3 - Technical Approach a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein b. Descriptions of the Planning Activities Recommended. Provide a description of your site selection market research efforts. Please also indicate where the City can add value to create deliverables. **c.** Please provide three examples of adopted Site Selection Market Research documents from other communities that you have worked with on similar site selection market research planning projects.	**Tab 3**
Section 4 - Project Management a. Describe how the project will be organized and managed; b. Work Plan & Timeline. Provide information about proposed activities including a timeline for completion and deliverables. c. Describe the resources necessary to accomplish the Statement of Work.	**Tab 4**
Section 5 - Qualifier Financial Information 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 contractor. **The following documentation is required in order for the City to evaluate financial responsibility:** 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.	**Tab 5**
Section 6 – Litigation 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	**Tab 6**

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

(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. 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.	
Section 7 - Business Licenses, Licenses, and Insurance Evidence that your qualifier 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. List any regulatory or license agency sanctions. It there are none, state none	**Tab 7**
Section 8 - References Qualifier is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Qualifier should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer's attention. Qualifier 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 three (3) 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**	**Tab 8**
Section 9 – Documents and forms required by the City Please provide all other documents and forms not included in the above sections.	**Tab 9**

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

QUALIFICATION 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 qualification will be evaluated and scored through a process by the City's staff.

The Qualifier'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 qualification 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
Organization/ Personal Qualifications Relevant knowledge, experience and qualifications of firm and team members	40
Project / Technical Approach Proposed methodology and work plan to be used in the process. Understanding of the project and overall completeness of submission.	30
Past Performance/ Experience Relevant Project Experience / Past performance Experience on similar projects	30
MAXIMUM SCORING POINTS TOTAL	**100**

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

EXHIBIT I – DETAILED SCOPE OF SERVICES
SITE SELECTION MARKET RESEARCH
REQUEST FOR QUALIFICATION 2019-00029

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 qualification 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. Has adequate financial means to meet obligations incidental to the work; and
l. Such other factors as the City deem to be pertinent to either the bid or the contract.

II. SCOPE OF SERVICES

The City of Stockbridge is seeking a consultant to lead them and City Staff through the process of developing and implementing a site selection market research plan with the deliverables outlined below. The City desires an inclusive process involving input from the City Council, City Manager, and City Staff, as well as any input that can be derived from historical planning efforts (i.e. past site selection market research, needs assessment studies, comprehensive planning, downtown revitalization plan, etc.).

1. Conduct Initial Market Analysis

   Next Site's research and market analysis provides an excellent resource to support entrepreneurial efforts and organically grow new retail businesses throughout the community. Information will be collected from focus groups identified by the City in conjunction with the consultants.

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

2. Identify the Appropriate Retail Trade Corridors/ Areas

   Next Site will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities, onsite market visits and analysis of consumer travel patterns our Uber-Retail Mobile Mapping data.

3. Perform Market & Retail GAP/Leakage Analysis

   Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household level consumer expenditure reviews. Our Custom Demographic Research includes Historical, Current and Projected Demographics from multiple sources.

4. Conduct Retail Peer Identification & Analysis

   Retailers tend to locate in similar communities and/or trade areas. By identifying communities similar to yours from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

5. Lifestyles - Psychographic Profiles of Trade Area/Market Segmentation Analysis

   Retailers today know the psychographic profiles of their target consumer. Through this data, we review segmentation groups and match the consumer profile of your community's shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.

6. Thematic Mapping & Aerial Imagery by Trade Area

   Data visualization allows retailers to identify and target areas for expansion/relocation and the consumers that match their customer profile.

III. Contract Period

The initial contract term shall be one (1) year from the date of execution. The contract may be renewed for two (2) additional one (1) year periods. Renewal of the contract, if applicable, into the second, third or fourth year will be made thirty (30) days prior to the expiration date. If needed, the annual contract will be extended 90 days or for such period beyond the contract expiration date as it may be necessary to afford the City a continuous supply of the item(s). Should the bidder or the City not desire to renew the contract, new bids will be solicited for the purpose of establishing a new contract.

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

INSURANCE AND RISK MANAGEMENT PROVISIONS

It is The City of Stockbridge Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the 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 Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

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

Employer's Liability Insurance	By Accident	Each Accident	$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	Each Occurrence	$1,000,000
(Other than Products/Completed Operations)	Aggregate	$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	Each Occurrence	$1,000,000

(Including operation of non-owned, owned, and hired automobiles).

3. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	$1,000,000

Certificates of Insurance

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

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

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

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

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

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

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

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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

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

EXHIBIT II
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFQ NO. 2019-00029
SOLICITATION TITLE: Site Selection Market Research
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

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

EXHIBIT III
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR QUALIFICATIONS NO. 2019-00029
Site Selection Market Research
Checklist

To be deemed responsive to this solicitation, Qualifiers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Qualifier to the Project must sign the Bid Forms. As appropriate, Qualifiers 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 Qualification marked 'Original", and five (5) copies on CD/Thumb Drive	☐
2. Technical Qualification	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
5. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor; ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions; ☐ Form 4: Ineligibility Certificate; ☐ Form 5: Certification of a Drug-Free Workplace; ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification; ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying; ☐ Form 9: Bid Submittal Letter; ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement; ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit; ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐

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

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 Qualifier and each person signing on behalf of any Qualifier 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 Qualifier 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 Qualifier or to any competitor; and,

3. No attempt has been made or will be made by the Qualifier 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

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

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

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-contractor 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-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham 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-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

_____
(Signed)

_____
(Title)

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

Name _____

Title _____

My commission expires (Date)

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

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

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

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

_____
Signature of Authorized Agent

_____
Name/Title of Authorized Agent

_____
Date

_____
Witness

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

FORM 4

INELIGIBILITY CERTIFICATE

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

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

_____, and it is also whose address is

_____, certifies that the

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

_____
Signature of Authorized Agent

_____
Name/Title of Authorized Agent

_____
Date

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

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

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

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

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

_____
Signature of Authorized Agent

_____
Name/Title of Authorized Agent

_____
Date

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

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

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

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:

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

FORM 8
CERTIFICATION REGARDING LOBBYING

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

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

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____

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

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 Contractor'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 _____, 2018

_____
By

_____
Title

Sworn to and subscribed before me the _____ day of_____, 2018.
Notary Public

_____
My Commission Expires:

_____
Date

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

STATE OF GEORGIA
CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services1 under a contract with **[insert name of prime contractor]** _____ on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,2 in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

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

Notary Public: _____

City: _____

Commission Expires: _____

[1]O.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].

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

STATE OF GEORGIA
CITY OF STOCKBRIDGE

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services3 under a contract with **[insert name of prime contractor]** _____behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,4 in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number

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

_____
Title of Authorized Officer or Agent of Sub-Contractor

_____
Printed Name of Authorized Officer or Agent

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

Notary Public: _____

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].

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

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 qualifications 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 qualification 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 qualification as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____ **(Affix Corporate Seal)**

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

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:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____**Date:** _____

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

ATTACHMENT 2
RFQ 2019-00029- SITE SELECTION MARKET RESEARCH
GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor _____

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)

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

SEALED RFQ LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFQ PACKAGE

SEALED RFQ ENCLOSED

DELIVER TO:

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

RFQ # 2019-00029

DATE: THURSDAY, OCTOBER 24, 2019

RFQ MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION:

SITE SELECTION MARKET RESEARCH