



**Request for Proposals**  
*for*  
**STRATEGIC PLANNING SERVICES**

*by*

**The City of Decatur**

509 North McDonough Street  
P. O. Box 220  
Decatur, Georgia 30031

June 27, 2019

<i>Updated by:</i>	<i>Updated on:</i>	<i>Description of Update:</i>
AT	6-27-19	Release Version 6-27-19

## TABLE OF CONTENTS

<b>1</b>	<b><u>PROJECT OVERVIEW</u></b>	<b>4</b>
1.1	PURPOSE	4
1.2	OBJECTIVES	4
1.3	SCOPE OF WORK	5
1.4	BACKGROUND	6
<b>2</b>	<b><u>PROCUREMENT PROCESS</u></b>	<b>9</b>
2.1	NOTICE TO CONSULTANTS	9
2.2	SCHEDULE OF EVENTS	10
2.3	QUESTIONS & ANSWERS	10
2.4	PRE-PROPOSAL CONFERENCE	11
2.5	RESPONSE SUBMISSION	11
2.6	PROPOSAL EVALUATION AND AWARD	11
<b>3</b>	<b><u>RESPONSE REQUIREMENTS</u></b>	<b>14</b>
3.1	PREPARING A RESPONSE	14
3.2	PACKAGING THE RESPONSE	14
3.3	COPIES REQUIRED	14
3.4	ELECTRONIC COPIES	15
3.5	SUBMITTING THE RESPONSE	15
3.6	TECHNICAL PROPOSAL REQUIREMENTS	16
3.7	COST PROPOSAL REQUIREMENTS	18
<b>4</b>	<b><u>REQUIREMENTS OF PLANNING SERVICES</u></b>	<b>19</b>
4.1	GENERAL REQUIREMENTS	19
4.2	PLANNING STANDARDS AND QUALITY	19
<b>A</b>	<b><u>APPENDICES</u></b>	<b>20</b>
A1	GENERAL CONDITIONS	20
A2	EQUAL EMPLOYMENT OPPORTUNITY (EEO)	24
A3	SAMPLE AGREEMENT	25
A4	ATTACHMENT "A"	32
A5	ATTACHMENT "B"	33
A6	AFFIDAVIT	34
A7	E-VERIFY REQUIREMENTS	35

# **1 PROJECT OVERVIEW**

## **1.1 PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit competitive, sealed proposals for the development of a citywide 10-year strategic plan for the City of Decatur, Georgia (“City”).

## **1.2 OBJECTIVES**

The City intends to update its 2010 Strategic Plan to chart the future of the city for the next decade through 2030. The key objective of this RFP is to identify the right partner for the City who is capable of successfully facilitating a visioning process with community input and translating the community’s shared vision into a planning document with goals and tasks that will help shape decisions related to program development and budget expenditures.

The City anticipates the planning process will take about 12 months to provide adequate time to establish an outreach approach, research, robust citizen engagement and input, analysis, strategies and opportunities, along with the implementation plan that will guide the City for the next 10 years. Specifically, this visioning process with the City’s citizenry should: 1) address growth and development topics, environment and quality of life, racial and economic diversity, the City’s tax base, and build a stronger relationship between the community and local government to help assure well-balanced growth that maintains our unique small-city character; 2) help us identify options, consider opportunities and determine any trade-offs that may be necessary to reach our goals; and 3) identify the appropriate agency, organization or team to take responsibility for specific goals and action steps.

The visioning process should be thorough in its approach because it is meant to not only inform the citywide strategic plan, it will also inform a 10-year update for the City’s Livable Centers Initiative (LCI) Study, as well as a 5-year update to the Comprehensive Development Plan (CDP). It will be necessary to isolate specific analytics, strategies and opportunities, and action steps to comply with the programmatic standards and requirements of each of these planning documents.

The City is aware that there are a variety of perspectives, models, and approaches available to develop a strategic planning document; therefore, the successful firm should be able to discern which model or model(s) will best enable the City to complete its organizational and programmatic goals listed in the Scope of Work.

### 1.3 SCOPE OF WORK

As envisioned, the scope of work for this proposal will primarily consist of, but not necessarily be limited to the following tasks:

- Evaluate existing planning documents, City of Decatur organizational information, budget information, City ordinances, and other related documents available on the City's website ([www.decaturga.com](http://www.decaturga.com)) to understand current strategies and assess how they should be included in the 2020 Strategic Plan. Such information may include its finances, infrastructure, staff, demographics, socioeconomics, education, health score, business development, job opportunities, housing, arts, culture, heritage, history, recreation, natural features, geography, entertainment and technology.
- Meet with City leaders and stakeholders to gain a working knowledge of the history, vision and values of the community.
- Inventory existing programs and partnerships to serve as a baseline to identify service gaps and opportunities for delivery options, partnerships and collaborations.
- Facilitate a community visioning process. This process shall consist of public meetings, stakeholder group sessions, outreach forums, online survey(s), social media, information booths at local events, discussions with City staff, innovative approaches and other appropriate outreach deemed necessary to achieve robust input from this diverse community. These sessions should include a public education component and be considered an important component of community building and civic engagement beyond just the scope of developing a plan.
- Coordinate a community visioning process with the City's project team to develop a work plan of activities and communications. The work plan shall include an online presence for this project to promote public involvement that is critical to the success of the process, and similar materials suitable for public distribution and outreach. The project team, assigned by the City Manager, will guide project direction and oversee planning activities.
- Facilitate the revision or affirmation of the vision statement for the City of Decatur for 2030 based on the analysis of the community visioning process.
- Identify any conflicting values or visions and facilitate a way to balance the conflict.
- Develop a clear set of goals, action steps and policy statements that define the values and visions articulated by citizens and clarify how these goals will be achieved.
- Recommend ways in which the City can be structured to best fulfill the goals and action steps in order to effectively and efficiently operate to maximize citizen services and sustain these services at a high level.
- Draft a final plan document for review and presentation of the plan to the broader community. Participate in the review and refinement of this document.
- Facilitate the development of performance metrics – key indicators and outcomes that can serve as a basis for performance measure for the organization.
- Produce a workable planning document that has broad citizen support, clearly outlines the community vision and identifies clear policies, goals and action steps necessary to achieve the community's vision.
- Facilitate the development of a process to keep the City Commission involved and engaged in identifying potential strategic initiatives that support goals and tasks, including use of City Commission work sessions and advisory board meetings to handle strategic discussions, feedback loops, newsletters, and regularly scheduled reviews and reports.

- Facilitate the development of a process that keeps City employees involved and engaged in implementing strategic initiatives that support goals and tasks, including focus groups, departmental plans, annual work plans, feedback loops, newsletters, regularly scheduled reviews and reports.
- Produce a 10-year update of the City's LCI Study in accordance with the Atlanta Regional Commission's requirement for qualified LCI planning districts including an updated market analysis.
- Produce a 5-year update of the City's CDP in accordance with the minimum standards of local comprehensive planning by the State of Georgia Department of Community Affairs for qualified local government status.

The selected Consultant shall provide regular progress reporting and will closely coordinate its planning services schedule with the City and its designated project management personnel. The Consultant shall be required to provide a primary point of contact to the City for the duration of the project and shall be expected to attend regular project status and management meetings. The Consultant shall provide monthly progress reporting and forecasting of future phases of the project.

## **1.4 BACKGROUND**

First chartered as a municipality by the State of Georgia in 1823, the City serves as the county seat of DeKalb County, a large, urban county in the Atlanta metropolitan area. After decades of decline, Decatur's population has been on the increase since 1990 with over 23,000, which exceeds the previous highest population of 22,000 persons from the 1960 census count. The City currently occupies a land area of approximately 4.4 square miles, making it one of the most densely populated cities in the State of Georgia. However, the City's commitment to a long-range vision with balanced growth and development has resulted in a community well known for its high quality of life, vibrant commercial districts, and a great example of smart growth in the region.

Decatur's central location in DeKalb County and proximity to the City of Atlanta and Emory University make the City of Decatur an attractive location for a wide range of professional service, legal, financial, medical and creative/technology businesses. The majority of the City's workforce is employed in educational services, professional, scientific and technical services, health services and public administration. Decatur is home to educational institutions like Agnes Scott College and Columbia Theological Seminary, as well as the headquarters for a number of non-profit organizations including the Task Force for Global Health. A number of locally owned restaurants and retail businesses also make the City of Decatur a destination shopping and dining district in metro-Atlanta. The essential nature of these services and the stability of health and education related businesses provide a solid basis for the City's economic wellbeing.

The City centers on a thriving downtown business district that is surrounded by beautiful, historic neighborhoods reflecting a variety of architectural styles. The downtown business district offers a healthy mix of office, retail, restaurant and residential uses designed to encourage walking and an active lifestyle for persons of all ages. New buildings blend with

historic commercial buildings and surround a traditional courthouse square that provides a link to the City's history. Downtown residents in mid-rise, mixed-use condominiums and apartments have created a new type of neighborhood providing an important housing option for empty-nesters and young professionals seeking an urban lifestyle. These residents contribute to the economic vitality of the downtown commercial district. Smaller neighborhood commercial centers scattered throughout the City also contribute to the sense of community and vibrancy of surrounding traditional, single-family neighborhoods by providing opportunities for residents to walk to a variety of shopping and dining options.

The City's well-regarded local public school system is attracting young families back to the City's single-family neighborhoods. This influx of school-aged children has resulted in an increase in school enrollment and a long-term strategy to accommodate this growth. At the start of the 2019-2020 school year, the City Schools of Decatur will provide one city-wide early childhood education center, five neighborhood K-2 elementary schools, two 3-5 upper elementary schools, one system-wide middle school and one high school for the community's school-aged youth.

The City operates under the commission-manager form of government with five Commissioners. Two commissioners are elected from the north district, two from the south district and one commissioner is elected at-large. The Mayor is elected annually by the City Commission at its organizational meeting. The City Commission appoints the members of a number of volunteer boards and commissions who carry out responsibilities specified by State law, the City Charter, and local ordinances. These boards and commissions include the Decatur Housing Authority, the Zoning Board of Appeals, the Decatur Downtown Development Authority, the Planning Commission and the Historic Preservation Committee. Special advisory committees and task forces are also appointed by the City Commission to provide community input on issues and projects as needed. Currently, these boards include the Active Living Board, the Better Together Advisory Board, the Lifelong Community Advisory Board, the Decatur Youth Council and the Environmental Sustainability Board.

The City utilizes its resources in a way that creates an environment that attracts and retains talent, which in turn enables a full range of municipal services to support its residents, businesses and visitors. These services include public safety, public works, planning and zoning, sanitation, engineering, municipal court, active living, children and youth services, a municipal cemetery and community and economic development. In addition to these traditional municipal services, the City is committed to providing a high quality of life for its residents and supports a volunteer program, an award-winning after school program and a wide variety of special events and civic engagement activities.

*Vision: The City of Decatur will assure a high quality of life for its residents, businesses and visitors both today and in the future.*

Successful organizations have a clear vision of where they are going and how they intend to achieve their mission. The City has a long history of engaging residents in crafting a strategic vision – most recently in 2000 and 2010. To support the vision, the City Commission holds an

annual working retreat to reflect on past achievements, identify future goals, and discuss challenges to implement those goals. With the community vision as a guide, City Commissioners must balance the needs of a diverse population, limited financial resources, federal and state mandates and unanticipated infrastructure costs.

The City kicked off the planning process to create the 2010 Strategic Plan for this current decade. An extensive effort was made to ensure broad participation by age, gender, race and geographical location in the planning process. Ultimately more than 1,500 residents participated in the planning process that generated over 8,000 ideas and comments about issues facing Decatur and hopes and dreams for the City's future. Using this information, a plan, available at [www.decaturnext.com](http://www.decaturnext.com), was crafted that contained 16 goals and more than 80 tasks grouped into four primary principles that captured a shared vision for our community. These principles are:

*Principle A Manage Growth While Retaining Character*

*Principle B Encourage a Diverse and Engaged Community*

*Principle C Serve as Good Stewards of the Environment and Community Resources*

*Principle D Support a Safe, Healthy, Lifelong Community*

The City's budget is directly linked to the principles and goals of the Strategic Plan to show residents how city resources are allocated to meet the community's vision and goals. Now nine years into the implementation of the 2010 ten-year plan, City staff is testing an on-line reporting system that will allow residents to track the successful completion of tasks and view the timeline for those that are in progress.

The current strategic plan has served the City well. Many of the goals and tasks have been successfully completed, achieved or engaged in some phase of implementation. Of those tasks not fully realized or initiated, while a small portion could be considered no longer valid or relevant, consideration should be given to determine if they are carried forward into the new strategic plan update or omitted altogether.



## **2 PROCUREMENT PROCESS**

### **2.1 NOTICE TO CONSULTANTS**

The City of Decatur will receive sealed proposals for the Strategic Planning Services until **3:00 PM on Thursday, July 25, 2019**, addressed to the attention of Andrea Arnold in the City Manager's Office at Decatur City Hall, 509 North McDonough Street, Decatur, GA 30030. Proposals shall be submitted in the form and manner defined by this document and shall be mailed or delivered to reach the designated office on or before the above stipulated date and time.

#### **2.1.1 EXAMINATION OF CONTRACT DOCUMENTS**

(a) Consultants shall inform themselves of all conditions under which the work is to be performed, and all other relevant matters concerning the work to be performed. The successful Consultant must employ, as far as possible, such methods and means in the carrying out of this work as will not cause interruption or interference with any other Consultants presently conducting services to the City.

(b) Consultants must satisfy themselves by personal examination of the proposed work and by such other means as they may prefer as to the correctness of any services listed in their proposal, and shall not, after submission of their proposal, dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

(c) Before submitting a proposal, each Consultant shall examine carefully the Sample Agreement Documents comprised in this RFP, and all Appendices and Addenda thereto, all of which contain provisions applicable not only to the successful Consultant but also to any subconsultants.

#### **2.1.2 SIGNING OF PROPOSALS**

If the Consultant is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign Agreements on behalf of the corporation; if Consultant is a co-partnership, the true name of the firm shall be set forth together with the signatures of all the partners; and if Consultant is an individual, his/her signature shall be inscribed. If signature is by agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the City prior to opening proposals or submitting proposals; otherwise, the proposal may be disregarded as irregular and unauthorized.

#### **2.1.3 QUALIFICATION OF CONSULTANTS**

It is the intention of the City to award an Agreement only to a Consultant who furnishes satisfactory evidence that s/he has the requisite experience and ability and that s/he has

sufficient capital, facilities and staff to enable him/her to achieve the work successfully and promptly, and to complete the work within a timely fashion.

It is expected that one (1) consultant will be selected as a result of the RFP, although the City is under no obligation to award a contract as a result of the selection process. Based on the proposals received, the Evaluation Team will select individuals/firms to be interviewed. As a result of those interviews, the top-rated consultant will be selected for contract negotiations.

**2.1.4 FAILURE TO EXECUTE AGREEMENT AND FILE REQUIRED INSURANCE**

Failure of a successful Consultant to execute the agreement and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful Consultant to execute the agreement and insurance within the required time, s/he shall forfeit his/her contract award. Upon annulment of an award as aforesaid, the City may then award a contract to the next lowest responsible Consultant.

**2.2 SCHEDULE OF EVENTS**

The procurement schedule of events for Strategic Planning Services is highlighted in the timeline shown below.

<b>RFP</b>		
Advertisement	Thu	06/27/19
Q&A Process Begins	Thu	06/27/19
Pre-Proposal Conference (10:00 AM ET)	Thu	07/11/19
Q&A Process Ends (12:00 PM ET)	Mon	07/15/19
Proposals Due (3:00 PM ET)	Thu	07/25/19
Admin/Compliance Review	Fri	07/26/19
Evaluation Begins	Mon	07/29/19
Presentations by Selected Firms	Thu	08/08/19
Final Evaluation	Fri	08/09/19
Award Selection	Mon	08/12/19
Contract Discussions Begin	Tue	08/13/19
Award Announcement	Mon	08/19/19

**2.3 QUESTIONS & ANSWERS**

Specific questions concerning the RFP shall be submitted via email during the period from Noon Eastern Time on June 27, 2019 through Noon Eastern Time on July 15, 2019. Questions will also be entertained during the pre-proposal conference (see below), however, responses to those questions may be deferred and answered at a later date, but no later than July 16, 2019. Oral

responses are to be considered tentative. Written (email) copies of all questions and official responses will be supplied to all Consultants who attend the pre-proposal conference.

Direct all email questions to: [angela.threadgill@decaturga.com](mailto:angela.threadgill@decaturga.com)

## **2.4 PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference is scheduled at **10:00 AM Eastern Time on Thursday, July 11, 2019** at the City Commission Meeting Room, Decatur City Hall, 509 North McDonough Street, Decatur, Georgia 30030. Any individual, firm or partnership interested in submitting a proposal shall attend and should be represented by a project manager or a member of the planning services project team of said firm or partnership. Attendance will be verified via sign-in sheet.

## **2.5 RESPONSE SUBMISSION**

Respondents to this RFP shall submit responses to be delivered as defined above in Section 2.1 no later than **3:00 PM on Thursday, July 25, 2019**. Section 3 of this RFP provides proposal response requirements. Responses must be delivered by the due date and time.

## **2.6 PROPOSAL EVALUATION AND AWARD**

The objective of the evaluation process is to identify the proposal which represents the best value to the City based on a combination of technical and cost factors. After the initial evaluation, the City may or may not elect to negotiate technical and/or cost factors as further described in the RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful Consultant will be required to execute the Agreement. All timely proposals will be evaluated in accordance with the following steps.

### **2.6.1 Administrative/Preliminary Review**

First, the proposals will be reviewed to determine the proposal's compliance with the following requirements:

- Proposal was received by deadline, and
- Proposal is complete and contains all required documents, and
- The Consultant attended the pre-proposal conference

If the Consultant's proposal passes the Administrative/Preliminary Review, the Consultant's response will be submitted to the Evaluation Team for evaluation.

**2.6.2 Scoring Criteria and Maximum Point Scores**

The Technical and Cost Proposals will be evaluated based on the following maximum available scoring:

<i>Evaluation Criteria</i>	<i>Maximum Point Scores</i>
<b><u>Technical Proposal</u></b>	
<b>Approach</b> – Completeness of project methodology, quality and professionalism in response to the objectives	10
<b>Availability</b> – Ability to mobilize in a timely manner and provide continuous, dedicated effort until complete	10
<b>Project Management</b> – Management Plan, Staffing Plan, Project Schedule	10
<b>Expertise</b> – Past performance references, key personnel resumes, public sector experience in completing work of similar size and scope	10
<b>Partnership</b> – Oral presentation, likelihood of success to meet needs, comfort with Consultant as a partner	10
<b>Technical Proposal Total Score (Maximum)</b>	<b>50</b>
<b><u>Cost Proposal</u></b>	
Costs to the City for Strategic Planning Services	50
<b>Cost Proposal Total Score (Maximum)</b>	<b>50</b>
<b>Total Combined Score (Maximum)</b>	<b>100</b>

**2.6.3 Evaluating and Scoring Technical Proposals**

The Evaluation Team will review each proposal in detail to determine its compliance with the RFP technical requirements. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory requirement, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal.

All proposals which meet the requirements are considered ‘Responsive Proposals’ at this point in time and will be scored in accordance with the point allocation in the above ‘Scoring Criteria and Maximum Point Scores’ Section of this RFP. The Consultant will receive a total technical score at the conclusion of the evaluation of the RFP Technical Proposal.

#### **2.6.4 Oral Presentations/Demonstrations**

After initial review of RFP Technical Proposal responses, finalists may be invited to present oral presentations for the purpose of introducing key members of the project team, and allowing the City to fully understand the Consultant's ability to meet the technical requirements criteria. The scheduled dates for any such presentations, specific details, and instructions will be provided as required, though presentations are tentatively scheduled for **Thursday, August 8, 2019**.

#### **2.6.5 Evaluating and Scoring Cost Proposals**

The Cost Proposals will be reviewed and scored in accordance with the above 'Scoring Criteria and Maximum Point Scores.' Fee Proposals will be evaluated for completeness and reasonableness as it relates to the technical proposal. However, it will not be the determining factor in the selection process. It is not the intent of the City to limit innovative solutions by budget constraints, but rather to determine which proposal has the potential of providing the best value for the services required. The Consultant deemed to have the most competitive Cost Proposal overall, as determined by the City, will receive the maximum score of 50 points for the cost criteria. Other proposals will receive a percentage of the maximum score based on the percentage differential between the most competitive Cost Proposal and the specific proposal in question.

#### **2.6.6 Total Combined Score**

Each Consultant's cost proposal score will be combined with their technical proposal score to determine that Consultant's overall proposal Total Combined Score.

#### **2.6.7 Recommendation and Award**

The Consultant receiving the highest Total Combined Score and with whom the City will execute the Agreement will be recommended to the Decatur City Commission for award. Should the recommended Consultant fail to provide post award documents as required, the City, in its sole discretion, may withdraw the award recommendation, and select the next highest ranked Consultant for award. The City reserves the right to accept an offer in- full, or in-part, or to reject all offers.

### **3 RESPONSE REQUIREMENTS**

#### **3.1 PREPARING A RESPONSE**

When preparing a response, the Consultant must utilize the provided electronic format files to comply with the following:

- Use the nomenclature and follow the format instructions provided.
- Complete and provide forms as defined in Appendices A2, A6, and A7 and include these as a part of the Technical Proposal.
- Proofread the Proposal and make sure it is accurate and readily understandable.
- Label any and all files so that the City can easily organize and navigate the proposal.

Each Consultant submitting proposals shall provide and pay for all materials, labor, transportation, charges, taxes, fees or expenses incurred, including all costs to prepare a response to the RFP, travel and presentation costs, and all other services and facilities necessary for the preparation of the RFP.

#### **3.2 PACKAGING THE RESPONSE**

The Consultant's Technical Proposal and Cost Proposal in response to this RFP must be appropriately labeled and in a sealed package. The contents shall include the following:

##### **3.2.1 Technical Proposal**

- Cover Letter with Authorization Signature
- Executive Summary
- Appendix A2 – Equal Employment Opportunity
- Appendix A6 – Affidavit
- Appendix A7 – E-Verify Requirement
- Consultant Affidavit under O.C.G.A. § 13-10-91(b)(1)
- Technical Proposal and all required attachments

##### **3.2.2 Cost Proposal**

- Cost Proposal indicating fees to accomplish the work

#### **3.3 COPIES REQUIRED**

Consultant must provide the following number of copies for EACH the Technical Proposal and the Cost Proposal:

- Eight (8) hard copies, with one (1) marked "Original" with original signatures; and
- One (1) electronic format copies (use USB flash drive media).

### **3.4 ELECTRONIC COPIES**

Use caution in creating electronic files to be included. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Consultant's response may be considered incomplete and disqualified from further consideration.

Use commonly accepted software programs to create electronic files. The City will accept documents submitted in the following formats: Microsoft Word, Microsoft Excel and Adobe Portable Document Format (PDF). In the event the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Consultant, the Consultant's response may be considered incomplete and disqualified from further consideration.

The City is not responsible for returning USB flash drive media.

### **3.5 SUBMITTING THE RESPONSE**

Mark the outside of shipping package as follows:

Name of Consulting Company  
Point of Contact for Company and Phone Number  
"Strategic Planning Services"

The Consultant's complete response must be received on or before the due date and time at the following location:

Andrea Arnold  
Decatur City Hall  
509 North McDonough Street  
Decatur, GA 30030

Timely proposals become the property of the City. Proposals received after the due date and time will not be evaluated.

The City recognizes that in responding to this RFP, the Consultant may desire to provide proprietary information in order to clarify and enhance their response. To the extent permitted by law, the City will keep confidential such information provided that: 1) the information submitted is arguable proprietary, and 2) the proprietary information is submitted in a separate file or section and is clearly identified as containing proprietary information.

*Note: Following the submittal of proposals, Consultants are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or Consultants involved in this selection may result in dismissal from further consideration, at the City's sole discretion.*

## **3.6 TECHNICAL PROPOSAL REQUIREMENTS**

The Consultant's proposal shall be designed so as to ensure that all defined technical requirements are met. Failure to adequately meet requirements may be cause for the proposal to be rejected. This RFP requires the return of sufficient narrative in response to the technical requirements of this document, including any exceptions the Consultant may take. Failure to return required documents may be cause for rejection of proposal.

### **3.6.1 Mandatory Technical Requirements**

Submissions shall include agreement by the Consultant to meet the mandatory technical requirements of this document. A complete list of the Mandatory Requirements is contained in the categories are as follows:

#### **3.6.1.1 Cover Letter**

The Consultant shall include a cover letter of interest and transmittal not to exceed two pages in length, and which contents shall indicate an agreement to perform all tasks identified in The Scope of Work Section 1.3 of this RFP.

#### **3.6.1.2 Executive Summary**

The Consultant shall provide a summary of qualifications, related experience, and references.

#### **3.6.1.3 Affidavit**

The Consultant shall use Appendix A6 – Affidavit to provide the legal name of the consultant firm, address, phone, fax, and email address, and other listed information required to complete the form.

#### **3.6.1.4 Project Team / Management**

The Consultant shall provide their proposed project team organization chart of all individuals and firms involved in this project, as appropriate, with roles and responsibilities defined. Specify who will be responsible for meeting goals, keeping the project within the contracted cost, and keeping the project within the scope of work outlined in the RFP. The Consultant shall also outline how timetables and deliverables will be defined, tracked, and reported to the City. Include brief resumes for all key individuals identifying their qualifications and experience. Highlight the person intended



to be the project manager for the Strategic Planning Services and provide a list of recently completed projects relevant to the scope of this RFP.

#### **3.6.1.5 Legal and Character**

The Consultant shall describe if and how their firm is involved in any pending claims or lawsuits.

### **3.6.2 Evaluated Technical Requirements**

After agreeing to meet the mandatory technical requirements of the RFP, the following capabilities and qualifications will be scored during technical evaluation:

#### **3.6.2.1 Approach**

Proposals shall provide a clear articulation to the firm's technical approach to be used in this project, including a detailed description of the proposed methods of public involvement, a proposed schedule of public engagement, and how the City would contribute to the firm's successful approach.

#### **3.6.2.2 Availability**

Proposals shall describe the availability of the Consultant's resources to mobilize and an estimated timeline to initiate Strategic Planning Services. Also, Proposals shall describe the availability of the Consultant's resources to provide a dedicated and continuous team towards completion of all planning efforts.

#### **3.6.2.3 Project Management**

Proposals shall describe in sufficient detail the proposed scope of work, project approach, and methodology in managing and implementing a project of this size and scope. Key elements should include project understanding, project methodology and deliverables, roles and responsibilities, and a staffing plan.

#### **3.6.2.4 Expertise**

Proposals shall include a list of three (3) examples of relevant written work related to strategic planning, with no less than one example prepared on behalf of a local government organization or comparable entity.

#### **3.6.2.5 Partnership**

Proposals shall include how and why the Consultant's firm or project team would be a good strategic planning services partner with the City; define reporting measures to be employed that will help ensure the likelihood of success in this project; explain how the company is qualified to meet the requirements of this RFP.

### **3.6.3 Technical Proposal Format**

The Consultant shall provide responses to all of the above Technical Requirements plus any additional supporting documentation. The technical proposal shall be formatted as follows. If not submitted in the required format, the proposal may not be considered.

- Consultants shall provide in their Technical Proposal all documents listed in Section 3.2.1.
- Hard copy versions of the proposals shall be prepared on standard 8-1/2" x 11" paper and shall be limited to twenty (20) pages. Required forms within the Appendices are not counted towards number of pages. All pages should be bound. Other reference documentation may be bound separately and one (1) copy included in the submittal package. All responses must be written in English.
- Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to pre-proposal conference questions, addenda, and any other material published by the City pursuant to the RFP.

### **3.7 COST PROPOSAL REQUIREMENTS**

Each Consultant is required to submit a Cost Proposal as part of the overall response. By submitting a response, the Consultant agrees that it has read, understands, and will abide by the following instructions/rules:

1. The submitted Cost Proposal must include all costs pursuant to the final Agreement.
2. The Cost Proposal shall include the firm's last annual report or financial statement that will demonstrate its financial stability and ability to undertake this project.
3. Cost proposals that do not fully meet the requirements defined in the RFP, as determined by the evaluation team, may be treated as non-responsive and may not be considered for award.
4. The prices quoted and listed in the Cost Proposal shall be firm throughout the Term of the Agreement, if selected for contract award.
5. For the purposes of the Work to be performed, Consultant shall be responsible for all travel and per diem incurred in the performance of this Agreement. Therefore, any such expenses shall be included in the prices and should not be presented as separately payable items.

#### **3.7.1 Cost Proposal Structure**

There is no specific worksheet, however, Consultants shall consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in Section 1.3 as will be accomplished and described in its technical proposal. The City anticipates ordering all tasks; however, it reserves the right to modify the tasks described in Section 1.3.

Proposed fees should be listed by phase and task, as well as a total for all phases and tasks. The City of Decatur reserves the right to request a specific breakdown of item costs within each task. Costs shall be inclusive, with printing, copying, postage, deliveries, travel and all other categories included.

## **4 REQUIREMENTS OF PLANNING SERVICES**

### **4.1 GENERAL REQUIREMENTS**

The following requirements apply to all work specified in this document unless a particular exception is noted for the individual item.

- Planning methods and techniques utilized during the course of the strategic planning services shall be of recommended best practices and procedures published by leading professional associations, including but not limited to the American Planning Association, American Institute of City Planners, and the International City/County Management Association.

### **4.2 PLANNING STANDARDS AND QUALITY**

#### **4.2.1 Applicable Standards**

The Consultants shall be aware of all planning standards and their application within the State of Georgia. When completing the scope of work related to the 5-year update to the CDP, the Consultant shall comply with all applicable minimum standards and procedures for local comprehensive planning published by the State of Georgia Department of Community Affairs, rules for environmental planning criteria published by the State of Georgia Department of Natural Resources, and any supplemental planning guidance therein.

When completing the scope of work related to the 10-year update to the LCI Study, the Consultant shall comply with all applicable minimum standards, procedures and best practices published by the Atlanta Regional Commission.

Ignorance or lack of knowledge shall not be an excuse for improper services to occur. Any work deemed to be substandard of any applicable standard shall be corrected at the Consultant's expense.

## **A - APPENDICES**

### **A1 - GENERAL CONDITIONS**

1. HOLD HARMLESS AGREEMENT, INTERMEDIATE FORM
2. CONSULTANT'S INSURANCE
3. NONDISCRIMINATION IN EMPLOYMENT
4. DEFINITIONS
5. PROVISIONS OF LAW
6. SUBCONSULTANTS
7. PROGRESS ESTIMATES AND PAYMENTS
8. CHANGE IN WORK, ALTERATIONS, OMISSIONS & EXTRA WORK

## **1. HOLD HARMLESS AGREEMENT, INTERMEDIATE FORM**

The Consultant agrees to indemnify and save harmless the City and all of its officers, partners, agents and employees from and against all loss or expense (including court costs and attorney's fees) by reason of liability imposed by law upon City for damages because of bodily injury, including death at any time, resulting thereof sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work, whether such injuries to property are due or claimed to be due to the acts or omissions of the Consultant, his Sub-Consultants, the City, its officers, partners, agents and employees excepting only such injury, death or damage as shall have been occasioned by the sole negligence of the City.

## **2. CONSULTANT'S INSURANCE**

The Consultant shall, at the time of execution of this Agreement, file with the City the certificate of insurance as contained in the Agreement, which shall cover all of the Consultant's insurance as required herein including evidence of payment of premiums thereon, and the policy or policies of insurance covering said City, and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City and shall bear an endorsement that "Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City, as evidenced by receipts of Registered or Certified mail." All policies shall be written by insurers licensed to do business in the State of Georgia and acceptable to the City. All coverages indicated on the certificate of insurance shall be included in the Comprehensive General Liability and Automobile Liability insurance policies unless they are not applicable due to the nature of the work under this Agreement Document. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Agreement.

On all required coverages, the Consultant shall secure from all subconsultants certificates of insurance as evidence that each subconsultant carries insurance to provide coverage under this Agreement. The Consultant shall submit copies of its subconsultants' insurance certificates to the City Manager as evidence of such insurance coverage. The Consultant acknowledges and agrees that each subconsultant performing work for this Agreement will meet these minimum insurance requirements and that any costs or uninsured events arising from or involving a subconsultant working on behalf of the Consultant for this Agreement is the sole responsibility of the Consultant. The Consultant agrees to indemnify said City for any costs, expenses or damages that may arise from any subconsultant having insufficient insurance coverage.

The Consultant is not required to have its subconsultants named as co-insureds in the Consultant's policy of public liability and property damage; but the policy shall protect the Consultant and the City from contingent liability which may arise from operations of subconsultants.

The Consultant shall not commence work under this Agreement until all insurance described in the Sample Agreement below has been obtained and such insurance has been approved by the City, nor shall the Consultant allow any subconsultant to commence work on the

subcontract until all similar insurance required of the subconsultant has been so obtained and approved by the Consultant.

### **3. NONDISCRIMINATION IN EMPLOYMENT**

During the performance of this Agreement, the Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age or disability. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **4. DEFINITIONS**

"City" shall mean The City of Decatur.

"City Manager" shall mean the City Manager or his/her duly authorized representative.

"Substantial Completion" shall mean the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Agreement Documents so that the City can utilize the work for its intended use. In preparing the City's Comprehensive Development Plan Update, Substantial Completion requires compliance with the Rules of Georgia Department of Community Affairs, Chapter 110-12-1 - Minimum Standards and Procedures for Local Comprehensive Planning.

### **5. PROVISIONS OF LAW**

It is specifically provided that this Agreement is subject to all applicable laws and that the rules of law shall prevail over any provision contained in any of the Agreement Documents which may be in conflict thereto or inconsistent therewith.

### **6. SUBCONSULTANTS**

The Consultant shall notify the City in writing of the names of all Subconsultants he proposes to employ on the Agreement and shall not employ any Subconsultants until the City's approval in writing covering such Subconsultants has been obtained.

The Consultant agrees to be fully and directly responsible to the City for all acts and omissions of his Subconsultants and of any other person employed directly or indirectly by the

Consultant or Subconsultants, and this Agreement obligation shall be in addition to the liability imposed by law upon the Consultant.

Nothing contained in the Agreement Documents shall create any contractual relationship between any Subconsultant and the City. It shall be further understood that the City will have no direct relations with any Subconsultant. Any such necessary relations between City and Subconsultant shall be handled by the Consultant.

The Consultant agrees to bind every Subconsultant (and every Subconsultant of a Subconsultant, etc.) by all terms of the Agreement Documents as far as applicable to the Subconsultants work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

Should any Subconsultant fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Consultant upon notice from the City.

## **7. PROGRESS INVOICES AND PAYMENTS**

No payments under this Agreement will be made except upon the presentation of Periodical Invoice for Partial Payment prepared by the Consultant on forms, approved by the City, which shall show that the work covered by the payments has been done and the payments therefore are due in accordance with this Agreement. Such Periodical Invoices shall be submitted to the City Manager for review and approval, and after such approval the City will pay or cause to be paid to the Consultant, in the manner provided by law, the value of the work performed.

## **8. CHANGE IN WORK, ALTERATIONS, OMISSIONS & EXTRA WORK**

City reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the City, and, also, to make such alternations or deviations, additions to, or omissions from the work or the Agreement, as may be determined during progress of the work to be necessary or advisable for the proper completion thereof. Upon written order of the City, the Consultant shall proceed with the work as increased, decreased or altered.

The City Manager is authorized to order, on behalf of the City, minor changes in the work which do not involve extra cost to City and which do not change the character of the work; s/he is not authorized to order any other changes, alterations, omissions, additions, or extra work, unless the same are approved in an Agreement Supplement properly authorized in writing by the governing unit of the City. No claim of Consultant for extra compensation because of any change, alteration, omission, addition or extra work will be paid or be payable unless a written order for such charge, alteration, omission, addition or extra work, is signed by the authorized representative of the City. When any changes decrease the amount of work to be done, such changes shall not constitute a basis or reason for any claim by Consultant for extra compensation or damages on account of any anticipated profits which he thereby loses on the omitted work; and Consultant shall not be entitled to any compensation or damages thereof.

## A2 - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in such aspects as ownership, professional personnel, consultants and staff. Evidence of such diversity should be part of the submittal.

EEO Plan. The firm will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, sexual orientation, sexual preference, transgender status, disability or age.

The firm will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and firm-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

a. Does the firm have the above EEO policy in place?

Yes                       No

b. If the answer to a. above is no, will the firm have such a policy in place for this project?

Yes                       No

Statement of Assurance. The firm herein assures the City that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with the Americans with Disabilities Act.

Firm's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_



### A3 - SAMPLE AGREEMENT

GEORGIA, DeKALB COUNTY

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Decatur, Georgia, Party of the First Part, hereinafter referred to as the City, and \_\_\_\_\_ (Corporation, Partnership or Proprietorship) of the State of Georgia, Party of the Second Part, hereinafter called the Consultant.

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project"); and

WHEREAS, the Consultant desires to render such services in connection with the Project.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Employment of the Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.

2. Scope of Services. Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the City Manager or his/her authorized agent (as used herein the City Manager's "authorized agent" shall mean that person designated by the City Manager in writing to the person executing this Agreement on behalf of the Consultant), the work and services described in Attachment "A" which is attached hereto and made a part hereof.

3. Time of Performance. The services of the Consultant are to commence no later than seven (7) days after the execution of this Agreement and shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A". All services required hereunder shall be completed on or before \_\_\_\_\_.

4. Compensation and Method of Payment. The Consultant shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment "B" which is attached hereto and made a part hereof. In no event, however, will the total compensation to be paid the Consultant under this Agreement exceed the sum of \_\_\_\_\_, including such costs as printing and reproduction costs, courier costs, travel and similar costs.

5. Progress Payments. Unless otherwise provided in Attachment "B", the Consultant shall be entitled to receive progress payments on the following basis: As of the last day of each calendar month during the existence of this Agreement, the Consultant shall submit to the City an invoice for payment based on the percentage of completion of the Project through the invoice

period. Subject to the City's right to verify the accuracy of the invoice and the satisfactory performance of the work evidenced thereby, the City will make payments to the Consultant as the work progresses but not more often than once a month. Invoices must cover a period ending with the end of a month and must be received within five (5) days following the end of the invoice period. The Consultant will be paid an amount which bears the same ratio to the total compensation to be paid to the Consultant under this Agreement as the work and services actually performed as of the end of the invoice period bear to the total work and services to be performed by the Consultant under this Agreement, less all previous progress payments made pursuant hereto. Upon completion and acceptance by the City of the work, including the receipt of any final written submission of the Consultant, the City shall pay the Consultant a sum equal to one hundred per cent (100%) of the compensation to be paid under this Agreement, less the total of all previous payments made.

6. Consultant's Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City nor shall such personnel have been employees of the City during any time within the twelve-month period immediately prior to the date of this Agreement, except with the express prior written consent of the City Manager or his/her authorized agent. Further, Consultant agrees that no such personnel shall be involved in any way with the performance of this Agreement, without the express prior written approval of the City Manager or his/her authorized agent.

7. Approval of Subcontracts. None of the work or services to be performed under this Agreement by the Consultant shall be subcontracted without the prior written approval of the City Manager or his/her authorized agent. If such subcontracting is authorized as herein provided, all subcontract documents shall be submitted to the City Manager or his/her authorized agent, for his/her review and approval prior to the execution of such subcontract. Further, if requested by the City Manager or his/her authorized agent, for his/her review and approval prior to the execution of such subcontract. Further, if requested by the City Manager or his/her authorized agent, the Consultant shall provide the City with such documentation as the City Manager shall require, regarding the method the Consultant used in selecting its subconsultant. The Consultant acknowledges that if the work or services to be performed under this Agreement is financed solely or partially through Federal funds, the selection of subconsultants is governed by regulations requiring competition between potential subconsultants or adequate justification for sole source selection. The Consultant agrees to abide by such regulations in its selection procedure.

8. Review and Coordination. To ensure adequate review and evaluation of the work, and proper coordination among interested parties, the City shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The City may require the Consultant to meet with designated officials of the City from time to time to review the work. Reasonable prior notice of such review meeting shall be given the Consultant.

9. Reports. The Consultant shall furnish the City with a monthly narrative progress report, in such form as may be specified by the City Manager or his/her authorized agent, outlining the work accomplished by the Consultant during the month of such report and the current status of the Project, including the percentage of the work which has been completed as of the end of the

month of such report. Such report shall be furnished within five (5) days of the end of the month of such report.

10. Inspections. Authorized representatives of the City may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Consultant shall be made available to authorized representative of the City for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of his/her professional obligation to correct, at his/her expense, any errors found in the work.

11. Maintenance of Cost Records. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the City, and if the work and services to be performed under this Agreement is wholly or partially funded with Federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

12. Data to be Furnished Consultant. All information, data, reports, records and maps which are existing, readily available and reasonably necessary , as determined by the City Manager or his/her authorized agent, for the performance by the Consultant of the work and services required by this Agreement shall be furnished to the Consultant without charge by the City. The City, its agents and employees, shall fully cooperate with the Consultant in the performance of the Consultant's duties under this Agreement.

13. Rights in Documents Materials and Data Produced. Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for him under the terms of this Agreement shall be delivered to, become and remain the property of the City upon termination or completion of the work. The City shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this Agreement. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations and works of a similar nature. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant or its subconsultants. If this Agreement provides for the development of systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems developed under this Agreement shall be the property of the City, and may be used as the City sees fit including the right to re-use and republish the same without limitation.

14. Publication and Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval of the City Manager or his/her authorized agent. All such reports, information, data, etc., shall be kept confidential by the Consultant and shall not be made available to any individual or organization

by the Consultant, until the City Manager or his/her authorized agent authorizes the release of same in writing.

15. Interest of Consultant. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the Consultant, nor their agents, employees or subconsultants, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Consultant as an agent, subconsultant or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph 16, the Consultant shall request in writing the advice of the City Manager, and if the City Manager shall notify the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.

16. Interest of Members of the City and Others. No officer, member or employee of the City, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member or employee of the City, or public official of any local government affected by the Project, have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

17. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

18. Nondiscrimination. The Consultant will not discriminate against any qualified employee, applicant for employment or subconsultant because of age, handicap, religion, creed or belief, political affiliation, race, color, sex, disability or national origin. The Consultant shall take affirmative action to insure that qualified applicants are employed and qualified subconsultants are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

19. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees and agents from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work herein, but only to the extent caused in whole or in part by acts or omissions of the Consultant, its officers, employees, agents, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such

claim, damage, loss or expense is caused in part by a party indemnified hereunder, except that this indemnification shall not extend to damages caused by or resulting from the sole negligence or intentional acts or omissions of the indemnity. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Subparagraph. Such obligation shall not be construed to limit or negate the Consultant’s right to seek contribution from any or all joint obligees whose acts or omissions in whole or in part gave rise to the claim, damage, loss or expense indemnified hereunder.

20. Insurance. The Consultant shall not commence work under this Agreement until all insurance described below has been obtained and such insurance has been approved by the City, nor shall the Consultant allow any subconsultant to commence work on his subAgreement until all similar insurance required of the subconsultant has been so obtained and approved by the Consultant.

a. Worker's Compensation: The Consultant shall procure and shall maintain during the life of this agreement, Worker's Compensation Insurance for all of its employees to be engaged in work on the project under this agreement, and in case any such work is sublet, the Consultant shall require the subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker's Compensation Insurance.

b. Comprehensive General Liability: The Consultant shall procure and shall maintain during the life of this agreement, such Comprehensive General Liability Insurance as shall protect it and any subconsultant performing work covered by this agreement from claims for damages for Bodily Injury, including accidental death, as well as from claims for property damages, which may arise from operations under the agreement, whether such operations are by the Consultant or by any subconsultant or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

\$1,000,000	Bodily Injury, including death, each occurrence
\$500,000	Property Damage, each occurrence
\$1,000,000	Property Damage, in the aggregate

c. Errors & Omissions: The Consultant shall hold the City harmless from any liability arising from acts or omissions of the Consultant’s employees or subconsultants and shall furnish to the City certificates of insurance certifying that the Consultant is carrying errors and omissions or professional liability insurance with minimum limits of \$1,000,000 per claim, \$2,000,000 aggregate.

d. Automobile Liability: The Consultant shall procure and maintain during the life of this agreement, Comprehensive Automobile Liability Insurance in amounts not less than the following:

\$1,000,000	Bodily Injury or death to any one person
\$1,000,000	Bodily Injury, each occurrence

\$500,000 Property Damage, each occurrence

The insurance shall include coverage for non-owned and hired vehicles.

- e. Certificates of Insurance: Certificates acceptable to the City shall be attached to the signed Agreement Documents when they are transmitted to the City for execution. These certificates shall contain the statement that "Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City, as evidenced by receipts of Registered or Certified mail." The Consultant shall not commence work under this Agreement until all insurance described above has been obtained and the City has approved such insurance.
21. Changes. The City may require changes in the work and services which the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.
22. Assignability. The Consultant shall not assign, sublet or transfer all or any portion of his/her interest in this Agreement without the prior written approval of the City Manager or his/her authorized agent.
23. Termination for Convenience. Either party to this Agreement may terminate said Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected under this Agreement (as more fully described in paragraph 14 above) shall, at the option of the City, become its property. If this Agreement is terminated by the City as provided in this paragraph 22, the Consultant will be paid either (a) an amount which bears the same ratio to the total compensation to be paid to the Consultant under this Agreement as the services actually performed prior to the termination of this Agreement bear to the total services to be performed by the Consultant under this Agreement, less payments of compensation previously made, provided however, that if less than sixty per cent (60%) of the services covered by this Agreement have been performed by the effective date of such termination, the Consultant shall be reimbursed (in addition to the foregoing payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Consultant during the Agreement period, which are directly attributable to the uncompleted portion of the services covered by this Agreement; or if payment under this Agreement is on a cost reimbursement basis, (b) the actual expenses incurred by the Consultant prior to the effective date of such termination, as authorized in Attachment "B."
25. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon the day and year first above written.

CITY OF DECATUR  
(Party of the First Part)

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Consultant  
(Party of the Second Party)

By: \_\_\_\_\_

Approved as to form:

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

## **A4 - ATTACHMENT "A"**

### **SCOPE OF SERVICES & WORK SCHEDULE**

1. Work And Services: The Consultant shall perform in a satisfactory manner, as determined by the City, the work and services as outlined in the Agreement Attachment Exhibit "A-1" which is attached hereto and made a part hereof by reference.

Within fifteen (15) days of the execution of this Agreement, the Consultant shall attend an orientation meeting with representatives of the City and the City's "Capital Improvements Management Team." No later than one (1) month after the execution of this Agreement, the Consultant shall meet again with the representatives of the Client Team to report on its progress in performing the Scope of Services, and shall continue to meet with the Client Team for this purpose at least once per month for the duration of this Agreement.

Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the City Manager or his/her authorized agent (as used herein the City Manager's "authorized agent" shall mean that person designated by the City Manager in writing to the person executing this Agreement on behalf of the Consultant), the work and services described in the consultant's proposal, dated \_\_\_\_\_, which is attached hereto and made a part hereof.



## A5 - ATTACHMENT "B"

### COMPENSATION & METHOD OF PAYMENT

1. Compensation: In no event will the total compensation to be paid to the Consultant under this Agreement exceed the sum of \_\_\_\_\_.

A breakdown of this compensation is shown in Exhibit B-1, which is attached to and made a part of this Agreement for financial reporting, monitoring and audit purposes.

2. Method of Payment: The following supplements that specified in paragraph 5 of the Agreement.

(A) Consultant's monthly invoices and monthly narrative progress reports are to be submitted to the City Manager or his/her authorized agent and must be received no later than the 5th day of the following month. The City may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

(B) Consultant's final invoice and final narrative progress report must be received by the City no later than five (5) days after the project completion date specified in paragraph 3 of the Agreement. The City may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

## A6 - AFFIDAVIT

This proposal is submitted to the City of Decatur, Georgia (the City) by the undersigned who is an authorized officer of the firm and said firm is licensed to do business in Georgia. Further, the undersigned is authorized to make these assurances and certifies their validity. The firm recognizes that all assurances and representations herein are binding on the firm and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the agreement.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the firm.

The firm understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the firm's proposal with no re-submittal rights.

The firm understands that the City, after considering the legal, financial, technical, and character qualifications of the firm, as well as what in the City's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The firm understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. It understands that collusive proposals are a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any agreement issued will be on the basis of the firm's service and financial plans and arrangements are feasible and adequate to fulfill the conditions set forth in this project and the firm's response.

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

Authorized Person: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print/Type)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## **A7 - E-VERIFY REQUIREMENTS**

### **Georgia's Illegal Immigration Reform and Enforcement Act of 2011 Consultant, Subconsultant and Sub-subconsultant Evidence of Compliance**

Consultant, all Subconsultants, and all Sub-subconsultants shall comply with Georgia's Illegal Immigration Reform and Enforcement Act of 2011. Consultant, Subconsultants and Sub-subconsultants, must provide Evidence of Compliance with these requirements, by:

1. Registering with the United States Department of Homeland Security federal work authorization E-Verify program.
2. Providing the Employment Eligibility Verification Program (EEV) Basic Pilot Program User Identification Number.
3. Providing Affidavits using the attached forms, maintaining records and affidavits for inspection by City at any time, and incorporating and attaching affidavits to Agreements for construction.

Note: Below is a link to the U.S. Department of Homeland Security E-Verify site where a Consultant, Subconsultant, and/or Sub-subconsultant can register for the program.

<http://www.dhs.gov/e-verify>

**Consultant Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Decatur has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Consultant will continue to use the federal work authorization program throughout the Agreement period and the undersigned Consultant will Agreement for the physical performance of services in satisfaction of such Agreement only with subconsultants who present an affidavit to the Consultant with the information required by O.C.G.A. § 13-10-91(b). Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

\_\_\_\_\_  
Name of Consultant

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

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city),  
\_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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