



**REQUEST FOR PROPOSAL
NUMBER 19-400**

Permitting, Code Enforcement and Certified Arborist Services

Release Date: August 26, 2019

Optional Pre-Proposal Meeting: September 9, 2019 at 10:00 am EST
at City of Brookhaven City Hall, 4362 Peachtree Road, Atlanta, GA 30319

Questions Due Date: September 16, 2019 at 12 Noon EST

REQUEST FOR PROPOSAL DUE: September 30, 2019 at 3:00pm EST

RFP will only be accepted in hard copy (see instructions). No submittals via e-mail or fax.

Information concerning this solicitation may be found at:

<http://www.Brookhavenga.gov>

This website will have RFP, Q&A and any clarifications, schedule changes and other important information.

Proposers should check these electronic pages daily!

Questions shall be directed to City of Brookhaven Purchasing Manager and **MUST be SUBMITTED VIA EMAIL** by September 16, 2019 3:00pm EST. to: Purchasing@brookhavenga.gov. No questions will be accepted after this date.

All spaces below are to be filled in and Proposal Letter on page two must be signed where indicated.
Failure to sign and return Proposal Letter may cause rejection.

Request for Proposal Submitted by:

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail: _____

City of Brookhaven

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Brookhaven Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Brookhaven, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Brookhaven.

It is understood and agreed that we have read the City’s specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Brookhaven reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

**PROPOSAL SIGNATURE AND CERTIFICATION
(Proposer to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

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1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Proposal (RFP) is to select a qualified firm to provide comprehensive Permitting, Code Enforcement and Certified City Arborist services as described and Proposers shall submit responses to this Request for Proposal (RFP) to the City which will be based on information provided herein. The term of the contract shall be one (1) year from the date of award with options for two (2) renewals of one (1) year each.

1.2 Basic Guidelines for This Request for Proposal

Pursuant to the provisions of the city ordinance, the City of Brookhaven has determined that the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition of the services and/or commodities described herein. Competitive sealed RFP shall be submitted in response hereto and shall be opened in the same manner as competitive sealed bids.

1.3 Restrictions on Communications with Staff/Buyer of Record

From the issue date of this RFP until Consultants are selected and selections announced, offerors are not allowed to communicate for any reason with any City Staff except through the Purchasing Manager or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the RFP of the offending offeror.

All questions concerning this RFP **must be submitted in writing via e-mail** to the Purchasing Manager. **No questions other than those written and submitted via email will be accepted.** No response other than written will be binding upon the City. **It is strongly recommended that Proposers submit one email containing all questions; multiple emails could delay responses. Questions received AFTER the Questions Due Deadline will not be addressed.**

The Purchasing Manager for this project is:

Phil Phillips, Purchasing Manager
City of Brookhaven
4362 Peachtree Road
Brookhaven, GA 30319
purchasing@brookhavenga.gov

1.4 Project Manager

The successful consultant will report to the City Manager or his/her designee. Successful Consultant agrees to take direction from the City Manager or designee to make all project documentation (time sheets, etc.) available upon request. The City Manager or designee shall have sole discretion as to the acceptability of all workers prior to working on site and has the right to require a replacement. Identification badges will be issued and required while on site. The successful consultant agrees to follow proper safety precautions.

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Brookhaven has established certain requirements with respect to proposals to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to meet any mandatory requirement will cause rejection of Offeror's RFP.

Whenever the terms "can", "may", or "should" are used in the RFP, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

The requested scope of services includes comprehensive Permitting, Code Enforcement and Certified City Arborist services as described below. One or more consultants may be selected to enter into agreements for any service or a single consultant may be selected to provide the entire scope of work.

2.2.1 Permitting Services

The Building Division of the Department of Community Development is responsible for enforcing building, life safety, and other codes to protect the best interests of the public. The division reviews and issues building permits and all applicable sub-permits and performs inspections for the construction of new homes, new commercial buildings, home and commercial remodels/additions, demolitions, etc.

In furtherance of this function, the consultant must provide the following permitting positions as described:

Position	Description	Quantity
Building Official	Full-time position responsible for: <ul style="list-style-type: none"> ▪ Serving as the on-site project manager/representative for the consultant ▪ Performing supervisory and administrative duties in planning and coordinating the operation of the building inspections team ▪ Enforcing construction codes to ensure public safety and health ▪ Providing emergency disaster response as it relates to building codes ▪ Reviewing and recommending local ordinances as they relate to the building codes ▪ Staying abreast and train team regarding ordinances and amendments ▪ Attending City Council, Planning Commission, and other meetings as needed 	1

Position	Description	Quantity
	<ul style="list-style-type: none"> ▪ Interpreting codes to provide clarification as needed ▪ Conducting job-site evaluations of construction projects for the purpose of monitoring/enforcing compliance with approved plans ▪ Reading, interpreting and analyzing building plans for major structures ▪ Other related duties as assigned 	
<p>Building Plan Reviewer</p>	<p>Full-time position responsible for:</p> <ul style="list-style-type: none"> ▪ Reviewing, checking, and approving plans and specifications submitted with applications for building and other permits ▪ Enforcing and ensuring compliance with building and other codes ▪ Other related duties as assigned 	<p>1</p>
<p>Building Inspector</p>	<p>Full-time position responsible for:</p> <ul style="list-style-type: none"> ▪ Inspecting buildings, signs, and other structures/sites in the process of construction, alteration, or repair to ensure compliance with approved plans, specifications, and requirements of applicable building and other codes ▪ Inspecting plumbing, electrical, and other systems to ensure compliance ▪ Issuing violation notices and stop-work orders as needed ▪ Keeping daily logs of inspections and providing written feedback related to findings ▪ Other related duties as assigned 	<p>2</p>
<p>Permit Manager & System Administrator</p>	<p>Full-time position responsible for:</p> <ul style="list-style-type: none"> ▪ Serving as the project manager for operation and maintenance of the department's electronic plan review and permitting software ▪ Providing training, support, and supervision to the permit and business license technicians ▪ Other related duties as assigned 	<p>1</p>
<p>Permit & Business License Technician</p>	<p>Full-time position responsible for:</p> <ul style="list-style-type: none"> ▪ Performing front counter administrative responsibilities ▪ Processing building, land development, and other permit applications ▪ Processing new business license and related applications ▪ Assisting customers with navigating application software ▪ Other related duties as assigned 	<p>3</p>

The consultant must have the ability to work within an urban, densely developed, and diverse environment.

The consultant will be subject to the following permitting performance measures:

Area	Performance Measurement	Goal & Description of How to Achieve Each Measurement
Consistency	Expressed in percentage of similar comments between different inspectors on the same project.	80% consistency achieved through quarterly peer-to-peer assessments and team training.
Accuracy	Expressed in percentage of deficiencies that contain cited code references.	100% of code deficiencies found through plan review and field inspections to be reported stating the specific code reference.
Responsiveness	Expressed in the number of days required to perform inspection, once request is made.	100% of all inspections called in before 4:00 p.m. performed next business day.
Customer Service	The results of annual customer service survey.	90% excellent customer service rating. Utilize both online surveying services and random live customer surveys.
Detached Residential and Minor Plan Review	Expressed in the number of days required to perform review, once the application is received by the team.	90% plan review completion within 5 business days.
Commercial & Attached Residential Plan Review	Expressed in the number of days required to perform review, once the application is received by the team.	90% plan review completion within 10 business days.
Overall Effectiveness	Expressed as a percentage of field inspections that pass as compared to those that fail.	Achieve an 80% to 90% pass rate. Consultant to track and monitor pass/fail ratios to ensure both consistency and effectiveness of inspection program. Proper training will target builders or inspectors depending on the results.
ISO BCEGS Rating	Expressed as a score issued by the Insurance Services Office.	Achieve and maintain a minimum rating of 3.
Reporting	Expressed as percentage of time reporting requirements are met.	100% of reporting deadlines are met on or before due date (e.g. monthly operations report, census data reports).
Sustainability	Expressed as the completion of a city work program item.	Completion of at least one activity as outlined in the Sustainable Brookhaven Initiative Strategy Framework.

2.2.2 Code Enforcement Services

The Code Enforcement Division works within the Community Development Department to ensure that all residents and businesses protect and uphold the health, safety, property values and general well-being of Brookhaven through compliance with city codes and ordinances.

In furtherance of this function, the consultant must provide the following code enforcement positions as described:

Position	Description	Quantity
Code Enforcement Manager	Full-time position responsible for: <ul style="list-style-type: none"> ▪ Managing the operations and activities of the city's code enforcement program ▪ Implementing activities related to setting and ensuring compliance with applicable ordinances, codes, and regulations related to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, and other matters of public concern ▪ Ensuring work quality and adherence to established policies, procedures, and performance measures ▪ Attending City Council, Planning Commission, and other meetings as needed ▪ Other related duties as assigned 	1
Code Enforcement Officer	Full-time position responsible for: <ul style="list-style-type: none"> ▪ Actively patrolling within the corporate boundaries of the city ▪ Responding to public inquiries on code violations ▪ Conducting site visits to determine compliance or non-compliance with codes ▪ Maintaining records of enforcement activities ▪ Performing various tasks involving court related proceedings ▪ Maintaining a comprehensive and current knowledge of applicable laws, regulations, and standards ▪ Keeping daily logs of enforcement activities ▪ Other related duties as assigned 	3

The consultant must provide a positive approach to code enforcement and issue citations as a last resort. The goal is to interact on a consistent level with emotional intelligence. The consultant will work to promote and maintain a safe and desirable community consistent with code requirements.

The consultant will be subject to the following code enforcement performance measures:

Area	Performance Measurement	Goal & Description of How to Achieve Each Measurement
Accuracy	Expressed in percentage of deficiencies that contain cited code references.	100% of all deficiencies on notice of violation to contain specific code references.
Responsiveness	Expressed in the number of days required to respond, once complaint is received.	100% of complaints will be responded to within 48 hours.
Customer Service	The results of annual customer service survey.	90% excellent customer service rating. Utilize both online surveying services and random live customer surveys.
Records Management	Expressed as percentage of cases closed in case management software program that have actually been closed by officers.	100% closure in case management software within 1 business day of actual case closure by officer.
Communication	Expressed in percentage of cases that do not require intervention from management.	95% of cases will not require intervention from management, due to clear instructions to the public on process and enforcement issues.
Municipal Court	Expressed as percentage of time court deadlines are met.	Prepare and maintain all materials for any court action to the municipal court in a form required by the court administrator, solicitor, city code or state statute, for appropriate action on time 100% of the time.
Patrol Area	Expressed as percentage of time area patrols are completed.	Patrol assigned area to identify violations of city codes. Complete full route in assigned area once per week 100% of the time.
Follow-Up	Expressed as a percentage of time needed to respond to requests from management, other departments, and outside agencies are completed.	Follow-up responses within one business day to requests for information completed without the need for second communications on the same request 100% of the time.
Effectiveness	Expressed as a percentage of cases which are closed without needing enforcement through court system.	Through clear and complete instructions, 90% of cases will be resolved without requiring court assistance.
Reporting	Expressed as percentage of time reporting requirements are met.	100% of reporting deadlines are met on or before due date (e.g. monthly operations report).
Sustainability	Expressed as the completion of a city work program item.	Completion of at least one activity as outlined in the Sustainable Brookhaven Initiative Strategy Framework.

2.2.3 Arborist Services

Within the Land Development Division of the department, the city arborist is responsible for enforcing the tree ordinance and providing citizens with guidance on tree removal requirements in the city. The city arborist is charged with protecting the city’s tree canopy on both public and private property throughout the city.

In furtherance of this function, the consultant must provide the following certified city arborist positions as described:

Position	Description	Quantity
Certified City Arborist	Full-time position responsible for: <ul style="list-style-type: none"> ▪ Enforcing the city's tree ordinance ▪ Reviewing of tree, site, and erosion control plans ▪ Performing inspections to ensure compliance with city ordinances related to landscaping and trees ▪ Providing educational support to the city and its residents ▪ Other related duties as assigned 	1

The consultant must ensure that the certified city arborist maintains positive interaction with citizens, the development community, elected officials, and other agencies and departments.

The consultant will be subject to the following certified city arborist performance measures:

Area	Performance Measurement	Goal & Description of How to Achieve Each Measurement
Accuracy	Expressed in percentage of deficiencies that contain cited code references.	100% of code deficiencies found through plan review and field inspections to be reported stating the specific code reference.
Responsiveness	Expressed in the number of days required to perform pre-construction meetings, once request is made.	100% of all inspections performed within 2 business days.
Customer Service	The results of annual customer service survey.	90% excellent customer service rating. Utilize both online surveying services and random live customer surveys.
Land Disturbance Permit Review (Tree)	Expressed in the number of days required to perform review, once the application is received by the team.	90% tree review completion within 5 business days.
Building Permit Review (Tree)	Expressed in the number of days required to perform review, once the application is received by the team.	90% tree review completion within 5 business days.

Right-of-Way Tree Assessments	Expressed in the number of days required to perform review, once the request is received by the team.	90% tree assessment completion within 2 business days.
Reporting	Expressed as percentage of time reporting requirements are met.	100% of reporting deadlines are met on or before due date (e.g. monthly operations report, GSWCC reporting).
Sustainability	Expressed as the completion of a city work program item.	Completion of at least one activity as outlined in the Sustainable Brookhaven Initiative Strategy Framework.

The requested scope of services includes comprehensive Permitting, Code Enforcement and Certified City Arborist services as described below. One or more consultants may be selected to enter into agreements for any service or a single consultant may be selected to provide the entire scope of work.

Communications

All communications related to responding to this RFP are to be directed to the Purchasing Manager, at purchasing@brookhavenga.gov. Unauthorized contact regarding this RFP with other parties shall result in automatic disqualification. Any oral communications by purchasing will be considered unofficial and non-binding on the City.

2.3 EQUIPMENT, SUPPLIES AND VEHICLES

The Consultant(s) is responsible to provide equipment and resources, including vehicles, computer related equipment, cell phones, uniforms approved by the City, etc. All vehicles will be clearly marked with City of Brookhaven logo as provided by the City. No other logos except those of the City shall be displayed.

The City will provide an office, cubicles, meeting space and basic office supplies related to the scope of services provided.

All expenses associated with vehicles and monthly cell phone usage shall be the Consultant(s) responsibility.

3.0 STATEMENT SUBMISSION AND EVALUATION

3.1 Consultant’s Proposal

Offerors will include the following information supporting their Proposal:

- The proposal will describe and demonstrate useful approaches for effective project delivery, and best practices. Include discussion of understanding of all applicable federal and state laws and experience with such laws.
- A list of industry trained personnel on staff and their resume(s).

- Copy of business license and proof of being in business at least five (5) years.
- Provide three letters of recommendation from individuals, businesses or agencies that have used your company for similar services. A reference list of three (3) similar current and past projects including contact name and telephone number, email, project dates, and project value. Naming of a reference is considered permission to contact the reference. The City may contact outside individuals, whether offered as references or not. The City retains the right to use such information in its decision.
- Provide two (2) examples of completed projects in which Contractor successfully assumed and managed the **Permitting, Code Enforcement and Certified Arborist services** (or similar functions) you have prepared for similarly sized municipalities.

3.2 Economy of Presentation

The Offeror response shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. **To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.**

3.3 Required Organization of Offeror's RFP

The RFP package must be organized in a manner such that the requirements in the RFP are cross-referenced with the submitted proposal document. It is mandatory that the requirements from the RFP be captured at one location at the beginning of the proposal.

3.4 Submission of RFP

The packages shall be in sealed envelopes and identified as follows:

RFP Number: 19-400 Permitting, Code Enforcement & Certified Arborist Services
Opening Date and Time: September 30, 2019 at 3:00pm EST.

All packages are due at the location specified no later than the date and time specified herein.

The RFP package must include detailed information relative to Section 3.1, Consultant's Proposal, as required. The Proposal Letter, included as page two of this RFP, must be included in the package and must be signed by a person authorized to legally bind the company.

One (1) original document and one USB/Flash Drive of the RFP must be submitted in a sealed envelope, along with one (1) copy of the cost in a separate sealed envelope.

FAILURE TO INCLUDE THIS SIGNED STATEMENT LETTER WILL RESULT IN THE REJECTION OF YOUR RESPONSE.

3.5 Evaluation Criteria and Process

3.5.1 Review of RFPs

All RFPs received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each RFP will be reviewed to ensure that the Offeror submitted all information required in the RFP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All RFP that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.

3.5.2 Evaluation Committee

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFP Section 3.1, Consultant’s Proposal. Discussions may be conducted by the City of Brookhaven with responsible Offerors who submit RFP determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

3.5.3 Scoring

Subject matter experience, qualifications and interview presentation	45 points
Approach to scope of work and schedule	20 points
Completeness of proposal	10 points
Cost Proposal	15 points
References	10 points

Total: 100 points

3.5.4 Award of Contract

Awards of contract shall be made to the responsible Offerors who have successfully submitted an RFP and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFP.

No other factors or criteria shall be used in the evaluation. The City of Brookhaven reserves the right to reject all RFP’s submitted in response to this RFP. The City of Brookhaven also reserves the right to award multiple contracts if doing so is deemed advantageous to the City.

4.0 TERMS AND CONDITIONS

4.1 Vendor Registration

Vendors responding to this RFP need to become a registered Vendor to sell products or services to the City of Brookhaven. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors including invoice payments. A Vendor Application is available at www.brookhavenga.gov

If you have any question or concerns, please feel free **to email:**
 City of Brookhaven

Attn: Purchasing Manager
4362 Peachtree Road NE
Brookhaven, GA 30319
purchasing@brookhavenga.gov

4.2 RFP Amendments

The City of Brookhaven reserves the right to addend the RFP prior to the date of RFP submission. Addenda will be posted to the Brookhaven website at www.brookhavenga.gov.

4.3 Statement Withdrawal

Prior to the due date, a submitted RFP may be withdrawn by the Offeror by submitting a written request to Purchasing Manager. A person authorized to sign for the Offeror must sign all such requests.

4.4 Contract

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's RFP and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

4.5 Payment for Services

The Successful Consultant shall be compensated upon acceptance of a correct and acceptable invoice for services rendered for the previous month. Acceptable invoices will have attached documentation.

4.6 Conflict of Interest

If an Offeror has any existing client relationship(s) that involves the City of Brookhaven that would prevent their being objective, the Offeror must disclose such relationship(s).

4.7 Confidentiality Requirements

The staff members that are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Vendor proposals.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the Consultant certifying to the City that a drug-free workplace will be provided for the Consultant's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).

4.9 Financial Information

The Department is concerned about proposers' financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the Department reserves the right to perform additional due diligence in this area, at the sole discretion of the Department, prior to award of any contract.

5.0 INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

5.1 Workers' Compensation & Employer's Liability Insurance.

Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

5.2 Commercial General Liability Insurance

Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

5.3 Automobile Liability Insurance

Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

5.4 Umbrella Insurance

Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.

5.5 Professional (Errors and Omissions) Insurance

Professional (Errors and Omissions) Insurance is required for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

5.6 Fidelity Bond

Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000 is required. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions: A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers. Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

5.7 Guidelines

The Consultant shall provide the City of Brookhaven with a certified copy of each of the policies, or binders indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered; it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the official City of Brookhaven representative. A renewal policy or certificate shall be delivered to the City of Brookhaven at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Brookhaven as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Brookhaven, the Consultant shall deliver to the City of Brookhaven representative upon demand a certified copy of any policy required herein for review.

The Consultant does hereby agree to indemnify, defend and save harmless the City of Brookhaven against all claims of any nature whatsoever, including, but not limited to, damages to property of the City of Brookhaven or injury to employees or visitors of the City of Brookhaven arising out of any of the operations included in this RFP and agreement.

6.0 BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Brookhaven. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

7.0 CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the statement of Proposal and will perform the services specified; and for the privilege of doing so on the City of Brookhaven premises. I understand that, upon proper acceptance of this offer by the City of Brookhaven, a contract will thereby be created.

(Signatures on Following Page)

Given under my hand this _____ day of _____, 20__.

Name of Firm

Signature

Title

Business Address

Email address

Sworn to and subscribed before me

this _____ day of _____, 20 ____.

Notary Public

My commission expires

COST PROPOSAL

Permitting, Code Enforcement & Arborist Services COST

TOTAL COST (including travel, etc.) \$ _____

Cost Proposals MUST BE placed in a separate envelope marked:

“RFP 19-400 Permitting, Code Enforcement & Arborist Services – Cost Proposal”.

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Consultant’s employees during the performance of the Contract; and
- (2) Each Consultant who hires a Subconsultant to work in a drug-free workplace shall secure from that Subconsultant the following written certification:

“As part of the subcontracting agreement with _____
 (Consultant), _____ (Subconsultant) certifies to the
 Consultant that a drug free workplace will be provided for the Subconsultant’s employees during
 the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-
 24-03.”

Also, the undersigned 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.

Company Name

 BY: Authorized Officer or Agent Date
 (Consultant Signature)

Title of Authorized Officer or Agent of Consultant

Printed Name of Authorized Officer or Agent

Date

THIS FORM MUST BE RETURNED WITH BID DOCUMENTS

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 contracting with the City of Brookhaven has registered with and is participating in a federal work authorization program* [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], 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 subcontractor(s) in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor 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 Brookhaven at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY
OF _____, 20_____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is “E-Verify” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION
(Offeror to complete, sign and return with Technical Proposal)**

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

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

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 (#2).**

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

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

O.C.G.A. § 50-36-1(e)(2) SAVE Affidavit Verifying Status for City Public Benefit

****This form is required for ALL LICENSES/PERMITS by State Law****

By executing this affidavit under oath, as an applicant for a(n) _____ [business license, occupational tax certificate or other document required to operate a business], as referenced in O.C.G.A. § 50-36-1, from the City of Doraville Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) I am a United States citizen
(Must include copy of either current State Driver’s License, Passport, or Military ID)
- 2) I am a legal permanent resident of the United States**
(Must include a copy of your current State Driver’s License and either a copy of your Permanent Resident Card or Employment Authorization Card)
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.**
(Must include a copy of your current State Driver’s License and either a copy of your Permanent Resident Card or Employment Authorization Card)

**My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36- 1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____(city), _____(state).

(Signatures on Following Page)

Signature of Applicant

Date

Printed Name of Applicant

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

Notary Public

NOTARY PUBLIC SEAL

My Commission EXPIRES: _____

Purchasing Policy Addendum

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

*BY: Authorized Officer or Agent Date
(Contractor Signature)*

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at _____

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Brookhaven Georgia
(Name of Obligee)
4362 Peachtree Road NE, Brookhaven, Georgia 30319
(Address of Obligee)

herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Brookhaven, Georgia, a proposal for furnishing materials, labor and equipment for:

Permitting, Code Enforcement and Certified Arborist Services

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Brookhaven, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Brookhaven, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Brookhaven, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Brookhaven, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated,

as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(Principal)

BY: _____

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)