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**REQUEST FOR PROPOSALS (RFP)**  
**RFP \_\_\_\_\_**

**ZONING ORDINANCE**  
**REWRITE**

**ISSUE DATE & TIME:** THURSDAY, MARCH 19, 2020

**ISSUED BY:** CITY OF CLARKSTON  
CITY MANAGER'S OFFICE  
1055 ROWLAND ST  
CLARKSTON, GA 30021

**INQUIRIES:** SHAWANNA QAWIY, PLANNING &  
DEVELOPMENT DIRECTOR  
[sgawiy@cityofclarkston.com](mailto:sgawiy@cityofclarkston.com)  
CITY HALL ANNEX  
1055 ROWLAND ST  
CLARKSTON, GA 30021

**WRITTEN QUESTIONS (E-MAIL OR REGULAR MAIL) DUE:** TUESDAY, MARCH 24, 2020  
3:30pm, Local Time

**PROPOSALS DUE:** FRIDAY, APRIL 3, 2020  
3:30 pm, Local Time



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## REQUEST FOR PROPOSALS (RFP)

### RFP \_\_\_\_\_

## ZONING ORDINANCE REWRITE SERVICES

March 11, 2020

NOTICE IS HEREBY GIVEN that Requests for Proposals (RFP) will be received by the City of Clarkston (CITY) until **3:30 pm, Local Time, Friday, April 3, 2020**, to provide Zoning Ordinance Rewrite Services.

### **Background:**

The City of Clarkston is 1.4 square miles, located in DeKalb County, Georgia (U.S. state), and United States. The population was 7,554 during the 2010 census, but two annexations in 2015 and 2016 have increased the estimated population to 13,500. With its rich history, Clarkston is an aging housing stock and the loss of viable neighborhoods, and commercial districts due to population loss. New development, when it occurs, is often suburban-styled development that lacks context and often opposed by neighborhood groups.

The City of Clarkston is noted for its diversity. In the 1990s, refugee Asylum programs in the United States identified Clarkston as a good fit for displaced persons of many different backgrounds. The housing market offered a wide variety of homes ranging from multi-family and cottages to large single family homes, previous residents were relocating farther out from the Atlanta urban core, and Clarkston had convenient access to public transportation and major highways. By the 2000s the local high school had students from more than 50 countries; a local mosque had 800 worshippers; and by some estimates, half the population was from outside the U.S. Clarkston is also home to the central campus of the Georgia Perimeter College.

Citizens of Clarkston enjoy a commitment to being a walking and biking community. The City fosters outdoor activities through our newly renovated Milam Park with all new playground equipment, an ADA walking trail, a new swimming pool complex, newly resurfaced tennis courts, bike paths, a dog park and a Wildlife Nature Preserve and Twin Lakes.

The City of Clarkston's last zoning code update was in 2012. The state of the current Zoning Ordinance is not unusual. It contains land uses and design standards that are outdated and difficult to administer. Numerous amendments have been made that are not in some cases, consistent with the rest of the Code of Ordinances.

The existing code can be accessed on the City's web site at;  
[https://library.municode.com/ga/clarkston/codes/code\\_of\\_ordinances](https://library.municode.com/ga/clarkston/codes/code_of_ordinances).



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Responses must be in accordance with the provisions, specifications, and instructions set forth herein and will be received by the City until the above noted day and time, when they will be publicly acknowledged and accepted.

This Request for Proposals is available for download at [www.clarkstonga.com](http://www.clarkstonga.com).

Please read the entire document (RFP information) and submit the response per the instructions. This document (less this invitation and the instructions) and any required documents, attachments, and submissions will constitute the response.

All questions or concerns regarding this RFP should be submitted, in writing, to Shawanna Qawiy, Planning and Development Director at [sqawiy@cityofclarkston.com](mailto:sqawiy@cityofclarkston.com), or mailed to City Hall Annex, 1055 Rowland Street, Clarkston, GA 30021.

All written questions or requests for clarification are due by March 23rd at 3p.m. Written responses will be provided to all written questions and requests for clarification received before the deadline established as an addendum and posted with the RFP documents on the City's website.

## INSTRUCTIONS

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- VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Contact listed on Page One (1). Questions should be submitted in writing via letter or email.
- ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and will be submitted to anyone requesting such addenda or having submitted their contact information expressing interest in this RFP. Vendors may review the City's website for addenda and any clarifications prior to submitting their response. The City will not be held responsible for any vendor not receiving any addenda.
- DUE DATE & TIME FOR SUBMISSION OPENING:**  
Due Date: April 3, 2020  
Submission Opening: April 6, 2020  
Time: 10:00 am (local Clarkston time)
- SUBMIT RESPONSES TO:**  
City of Clarkston  
City Hall Annex  
RFP # \_\_\_\_\_ Zoning Ordinance Rewrite  
Attention: Shawanna Qawiy- Planning and Development Director  
1055 Rowland Street  
Clarkston, GA 30031



Responses will be received publicly at this address. Respondents may mail or hand-deliver responses. **Electronic (E-mail) or fax submissions will not be accepted.**

No responsibility will attach to the City of Clarkston, its employees, or agents for premature opening of a response that is not properly addressed and identified.

5. **LATE RESPONSES:** The respondent assumes responsibility for having the response delivered on time at the place specified. All responses received after the date and time specified shall not be considered and will not be returned to the respondent. The respondent assumes the risk of any delay in the mail or in the handling of the mail by employees of the City of Clarkston, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that the respondent mailed or commenced delivery before the due date and time. All times are Clarkston, Georgia, local times. The respondent agrees to accept the time stamp in the City Hall Annex office as the official time.
6. **LOBBYING PROHIBITION:** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council committee meeting, Council worksession, and/or Council meeting.

This prohibition shall not apply to communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited, to clarification of responses, presentations if provided in the solicitation, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the City Manager. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

7. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine, and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission, or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) businesses days in advance of the due date notify the contact on Page One (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the response. Respondents are cautioned to verify their responses before submission, as amendments to or withdrawal of



responses submitted after time specified for opening of responses may not be considered. The City will not be responsible for any respondent errors or omissions.

8. **FORM AND CONTENT OF RESPONSES:** An original and the designated number of copies of each response are required. Responses including modifications must be submitted in ink, typed, or printed form and signed by an authorized company, firm, or other representative. The City may require that an electronic copy of the response be submitted. The response must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the response.
9. **DEBARMENT DISCLOSURE:** If the respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a (sub)contractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the respondent shall include a letter with its response identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A response from a respondent who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected.
10. **RESERVATIONS:** The City reserves the right to reject any or all responses or any part thereof; to reissue the solicitation; to reject non-responsive or non-responsible responses; to reject unbalanced responses; to reject responses where the terms and/or awards are conditioned upon another event; to reject individual responses for failure to meet any requirement; to award by part or portion, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities, or form errors in any response. The City may seek clarification of the response from respondent at any time, and failure to respond is cause for rejection. Submission of a response confers on respondent no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. The lowest price proposal will not guarantee an award recommendation. Proposals shall be ranked and evaluated based upon the selection criteria. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the respondent and the city until the City executes a written contract or purchase order.
11. **OFFICIAL SOLICITATION DOCUMENT:** Changes to the solicitation document made by a respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.



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12. **ETHICS:** It is the intention of the City to promote courtesy, fairness, impartially, integrity, service, professionalism, economy, and government by law in the procurement process. The responsibility for implementing this policy rests with each individual who participates in the procurement process, including respondents and contractors. The City of Clarkston hereby notifies all interested parties that it will affirmatively assure that in any contract entered into pursuant to this advertisement, disadvantages business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin on consideration for an award. The City will require a minimum of 12% MBE/DBE participation.

To achieve the purpose of this Article, it is essential that respondents and contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice and/or request any amount greater than provided in the agreement/contract or to invoice and/or request for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification, or other requirement of a City Contract.
13. **GIFTS:** The City will accept no gifts, gratuities, or advertising products from respondents or prospective respondents and affiliates.
14. **PROTESTS AND APPEALS:** If a respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its response, and/or believes the selected response is not in the City's best interests, the respondent may submit a written protest to the City of Clarkston. Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the opening must be filed with the City Manager no later than five (5) business days before the opening. Protests that only become apparent after the opening must be filed within five (5) business days following the opening.
15. **EVALUATION PROCESS:** Responses will be reviewed by an evaluation committee comprised of City employee and/or authorized agents. City staff may or may not initiate discussions with respondents for clarification purposes. Clarification is not an opportunity to change the response. Respondents shall not initiate discussions with any City employee or official.
16. **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three (3) categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the response complies with the instructions for submitting responses including completeness of the response which



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encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.

- b) **Responsibility.** The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine “responsibility” include, but are not limited to: past performance, references (including those found outside the response), compliance with applicable laws, respondent’s record of performance and integrity, i.e., has the respondent been delinquent or unfaithful to any contract with the City, whether the respondent is qualified legally to contract with the City, financial stability, and the perceived ability to perform completely as specified. A respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) **Technical Response.** The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid conducting the evaluation.

The criteria that will be evaluated and their relative weights are:

<u>Evaluation Criteria</u>	<u>Points</u>
Relevant Experience of Project Team/Firm	25
Public Process	30
Understanding the Issues	20
Proposed approach	15
Timeline	10

**17. CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the response as submitted. If respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official. No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.

**18. NOTICE OF INTENT TO AWARD:** Notices of the City’s intent to award an Agreement/Contract will be posted on the City’s website available for the general public to view.

**19. RFP TIMELINE:** All dates are tentative and subject to change.

- Release RFP: March 12, 2020
- Advertise Champion News: March 19, 2020
- Response Due: April 3, 2020
- Review & Select Interviewees: April 6, 2020 – April 14, 2020
- Conduct Interviews: April 20, 2020- April 23, 2020
- Award Recommendation: April 28, 2020



City Council Authorization May 5, 2020  
Contract Begins May 18, 2020

## DETAILED SPECIFICATIONS

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1. **PROJECT MISSION.** The City of Clarkston is dedicated to continue providing the most exceptional municipal services to all its customers to continue improving the quality of life and public safety of all Clarkston residents, businesses, and visitors. The City is looking for vendors who share that similar dedication and will help the City achieve those goals.
2. **INTRODUCTION.** The selected consultant will conduct a public process to develop a new Zoning Code of Ordinances for the City of Clarkston. It is anticipated that the consultant will work with the staff and community to re-write the zoning code of ordinances that will incorporate form-based standards in established neighborhoods, updated but conventional zoning standards in newer, largely built out areas, and standards that support walkable, mixed use neighborhoods in the current and yet-to-be developed areas of the City.
3. **BACKGROUND.** The City of Clarkston's last zoning code update was in 2012. The state of the current Zoning Ordinance is not unusual. It contains land uses and design standards that are outdated and difficult to administer. Numerous amendments have been made that are not in some cases, consistent with the rest of the Code of Ordinances. The entire Code of Ordinances is designed to perpetuate suburban-styled development and lacks the ability to achieve context sensitive design in the City of Clarkston's many older neighborhoods and districts. It is inconsistent and thus, the Boards are called upon to decide cases frequently. It is not user-friendly and lacks graphics to improve readability.  
The existing code can be accessed on the City's web site at;  
[https://library.municode.com/ga/clarkston/codes/code\\_of\\_ordinances](https://library.municode.com/ga/clarkston/codes/code_of_ordinances)
4. **SCOPE OF SERVICES.** The selected consultant will conduct a public process to develop a new Code of Ordinances for the City of Clarkston. It is anticipated that the consultant will work with the staff and community to re-write the zoning code of ordinances that will incorporate form-based standards in established neighborhoods, update conventional zoning standards in newer, largely built out areas, and standards that support walkable, mixed use neighborhoods in the current and yet-to-be developed areas of the City.

The final work program will be developed in conjunction with City staff but the scope of work should include the following:

1. **Current Zoning Ordinance and Adopted Plans Diagnosis.** The consultant will work closely with City staff in producing a diagnosis of the existing Code of Ordinances and all adopted/relevant plans. The consultant will review for consistency between established zoning regulations and existing conditions. The reviews will include but are not limited to the Clarkston 2040 Comprehensive Plan, LCI Studies and any other related plans. The





consultant will review and identify Plan Goals, Objectives and Recommendations to ensure the new Code of Ordinances will be consistent with planning documents. The consultant should identify any issues that need further review and provide an outline for needed meetings that will establish content and regulations and any amendments. The consultant will review and make recommendations on -specific zoning districts, and review all procedures and make recommendations on best practices to be incorporated for all boards and council. This should include the most efficient timeline while ensuring each board and council, as well as the public has adequate time to review and make informed decisions on proposals.

- 2. Review of the Development Regulations.** The consultant will review and update the development regulations to reflect the changing required standards for developments.
- 3. Review of the Tree Ordinance.** The consultant will review and update the tree ordinance that will reflect the internal process of the City.
- 4. Zoning Map:** The consultant will update the zoning map to match new districts, amendments and other changes.
- 5. Review of the Fee Structure.** The consultant will review the current fee structure for development and permitting fees. The review will include but is not limited to recommendations for fees related to trades, building permits, engineering review fees, inspection and construction mitigations fees.
- 6. Community Engagement/Public Outreach.** The consultant will develop a detailed public engagement outreach/participation plan designed to inform community stakeholders and the general public on the benefits of re-writing the zoning ordinance, as well as conducting regular meetings and web/social media interaction throughout the process. The consultant will conduct five (5) stakeholder interviews. These may be conducted by conference calls or meetings with the stakeholder groups.
- 7. Evaluation of Existing Neighborhoods, Corridors and Districts.** The City of Clarkston contains many unique areas that will warrant context-sensitive regulations. Staff will work with the consultant to identify these and new areas.
- 8. Drafting the Document.** The consultant will prepare three (3) drafts of the zoning ordinance, including graphics, for review by staff and the stakeholder committee(s), culminating in a final version to be acted upon by the Planning and Zoning Board and the City Council.
- 9. Executive Summary Report:** Executive summary describing recommendations and a supporting document describing the process, meeting attendance, and stakeholder interviews.
- 10. Presentations:** Minimum Four. At least one of the four presentations shall include an informal, interactive session.



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- 11. Integration of the New Ordinance into User-Friendly Formats.** The consultant will work with City staff as well as its information technology vendors to make the newly written ordinance accessible and interactive with the public.
  - 12. Staff Training.** The Consultant shall provide resources to assist City staff with implementation of the new code through a ‘start-up’ period not to exceed three (3) months.
  - 13. Legal Review:** Provide a legal opinion on the enforceability of the zoning ordinance. Address any concerns by the City’s Attorney prior to finalizing the draft.
  - 14. Deliverables:** Digital copy of all documents, including 15 copies of the report and zoning ordinance which includes the map.
- 4. QUALIFICATIONS.** Respondents must demonstrate the necessary ability, financial resources, and relevant experience to perform the work in a satisfactory manner. A minimum of five (5) years’ experience in planning and zoning services or similarly related services is required.
- 5. INSURANCE REQUIREMENTS.** Selected respondent shall, at their own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. In addition, the City has the right to review the Contractor’s deductible or self-insured retention and to require that it be reduced or eliminated.
- Specifically, the selected respondent must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis with a minimum three (3) year tail following the termination of the agreement.
- a. Commercial General Liability Insurance coverage, including but not limited to, premises, operations, products, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
  - b. Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired, or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
  - c. Unless waived the State of Georgia, statutory Workers’ Compensation Insurance coverage and Employer’s Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) per each employee each accident.
  - d. Professional Liability Insurance coverage appropriate for the type of business engaged with minimum limits of \$1,000,000 (one million dollars) per occurrence.



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The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

## RESPONSE FORMAT

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**1. RESPONSE SUBMISSION-** Proposals must be clearly marked;

**City of Clarkston**

**City Hall Annex**

**RFP # \_\_\_ Zoning Ordinance Rewrite**

**Attention: Shawanna Qawiy- Planning and Development Director**

**1055 Rowland Street**

**Clarkston, GA 30031**

Vendor shall submit four (4) copies of the proposal and all documentation as well as a digital copy. One (1) signed original (identified as ORIGINAL) response with three (3) copies, and one (1) electronic format copy on a thumb drive in a sealed envelope/container. Any changes or corrections must be initialed by the person signing the proposal documents.

**2. RESPONSE FORMAT** – The documents shall be submitted on standard 8 1/2 x 11” paper, a single 8 1/2 x 11” sheet printed on both sides is two (2) pages. All information shall be assembled and indexed in the order indicated below, including typed text, graphics, charts and photographs, but does not include supporting documents. Any tabbed or similar separator pages, cover page, table of contents, and back pages must be labeled. All forms must be typewritten or printed in ink. Company/ Firm Information must be completed and submitted as the first page of the bid fee proposal. If the firm has branch offices, state the office that will have management responsibility for the work to be carried out.

**TAB 1 Letter of Interest** Cover letter should briefly introduce firm, organization, and consultant and also include:

- A statement confirming that all information contained in the response is complete and accurate.
- Signature from the firm’s owner/principle/chief executive certifying that sufficient resources in personnel, equipment, and time are available and will be committed to the agreement.
- Contact information for the firm’s owner/principle/chief executive including email address and phone number. If the firm has branch offices, state the office that will have management responsibility for the work to be carried out.

**TAB 2 Work Plan & Technical Approach to Manage and Provide the Services for the Zoning Ordinance Rewrite** Provide a detailed work plan describing the firm’s proposed activities and over-all strategies and understanding of the services



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and approach to the project. Describe the firm's understanding of the scope of work and the ability to perform the services as outlined in this RFP including its design and implementation. Outline a detailed proposed project schedule to complete the services with a detailed breakdown of all zoning rewrite project costs. Provide any and all additional items/information that the firm believes is relevant to this RFP but not explicitly included.

**TAB 3 Experience and Qualifications of Firm and Staff** Describe the firm's background, experience, and qualifications of key personnel proposed to work on the project; include resumes for key team members (including subcontractors) demonstrating specific planning and zoning projects relative to the scope of work. Also include information/details for at least two (2) projects preferably within the last 5 years for which the firm provided similar services. Include the expected amount of involvement for each team members. Any changes in key personnel after the agreement/contract award must be approved by the City.

**TAB 4 Other Forms.** The following forms listed below and in **Attachment A** with supplemental documents should be completed and signed and submitted with this RFP:

- a. Company/Firm Information Form
- b. Response Certification Form
- c. Copy of the Firm's current Georgia Secretary of State, Division of Corporations corporation document registration (if firm is a corporation)
- d. W-9 Form
- e. Bidder Information
- f. Bidder Qualification Form
- g. List of Subcontractors
- h. Bidder Minority Participation Goal
- i. Financial and Legal Stability Statement
- j. Insurability Statement
- k. Georgia Security and Immigration
- l. Compliance Act Affidavit
- m. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- n. Non Collusion Affidavit



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## COMPANY/FIRM INFORMATION

Company Legal/Corporate Name: \_\_\_\_\_

Doing Business as (if different than above): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Remit to Address (if different than above)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### **Contact for Questions about this response:**

NAME: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

### **Day-to-Day Contact (if awarded):**

NAME: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business; Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Woman, or Disadvantaged Business Enterprise

Certifying Agency: \_\_\_\_\_



## RESPONSE CERTIFICATION

By Signing and Submitting this Response, the Company/Firm certifies that:

- a. It is under no legal prohibition to contract with the City of Clarkston.
- b. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c. It has no known, undisclosed conflicts of interest.
- d. No offer of gifts, payments, or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and/or goods/materials covered by this agreement/contract.
- e. It understands the City of Clarkston may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public/open records request pursuant to Georgia Code and/or Federal Freedom of Information Act.
- f. Respondent hereby warrants to the City that the respondent and each of its subcontractors will comply with, and are contractually obligated to comply with all Federal Immigration Laws and regulations that related to their employees.
- g. Respondent certifies that they have not been debarred by any Federal or public agency.
- h. It is current on any and all obligations due the City.
- i. It will accept such terms and conditions in a resulting agreement/contract if awarded by the City.
- j. The signatory is an officer or duly authorized agent of respondent with full power and authority to submit binding offers for the services specified herein.

### ACCEPTED AND AGREED TO:

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

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

Printed Name: \_\_\_\_\_

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

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