



The City of Valdosta, GA

REQUEST FOR PROPOSAL # 06-23-24

FOR

HISTORIC RESOURCES SURVEY

**DUE DATE: September 28, 2023
11:00 AM EST**

**Purchasing Department
Teffany Edwards, Purchasing Agent P.O. Box 1125
216 E. Central Ave., 2nd Floor
Valdosta, Georgia 31601**

229-259-3525

NOTICE TO PROPOSERS

1. Any prices offered by proposers on any item or service offered to the City of Valdosta shall be the price effective at the date of delivery.
2. No delivery date of "ASAP" (As Soon As Possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.
3. The City of Valdosta reserves the right to accept any or all items where maximum delivery date, as listed in the specifications if not met by proposer.
4. Signature below of authorized agent for proposer shall constitute recognition and acceptance of all conditions of the sale as listed above.

Company Name

Authorized Agent

FUND APPORPRIATION CONTINGENCY

The proposer and the City recognize that the continuation of any contract after the close of any given fiscal year of the City of Valdosta shall be subject to the approval of the budget of the City of Valdosta providing the contract is an approved expenditure. The City does not guarantee that the expenditure will be actually adopted each year by Mayor and Council.

INDEMNIFY AND HOLD HARMLESS

Contractor further agrees to indemnify, defend and hold harmless the City against (1) any and all losses, claims, damages, law suits and liabilities for any personal injury, death or property damage arising out of or as a consequence of any work performed pursuant to this contract, (2) any and all expenses related to claims or lawsuits resulting from the above including courts cost and attorney fees, (3) any and all penalties and damages incurred by reason of contractor's failure to comply with any applicable laws, ordinances or regulations.

DEFAULT

In case of default by the contractor or any other reason deemed appropriate by the City, the City may by providing 30 days written notice cancel this contract and make award to another contractor. The City reserves the right to recover the excess cost by deduction from an unpaid balance or by invoicing the defaulting contractor for any price differences.

GENERAL SPECIFICATIONS

It is the intent of these specifications and scope of work to furnish the City of Valdosta with the following requisitioned equipment or services, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the equipment or services proposed.

The City of Valdosta reserves the right to accept any or all conditions or to choose the proposer considered to be in their best interest.

The final decision of will be made upon the award of the City of Valdosta Mayor and Council.

NO RFP WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

Please put the RFP No. on the outside of your return envelope or package.

Please be aware that private and public mail carriers are not always reliable on next day delivery in our area. Please assure your response is sent in plenty of time to reach us. As you know, late responses are not acceptable. If you utilize the US Postal Service and mail your response, you must mail it to our post office box. Please DO NOT MAIL to our physical mailing address.

Cooperative Procurement

By signing this package, Vendor agrees it will permit piggyback purchases to this RFP, RFQ, etc./contract for other government entities such as city, county, local authorities, agencies, non-profits, boards of education, or other governmental agencies not listed offering the same prices, terms, and conditions offered to the City of Valdosta. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following award date, or during renewals or extensions periods of the contract. Also, piggybacking will only be for the item(s)/service(s) as provided for the original document with the exception of very minor changes. Major scope changes shall not be allowed. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

INSTRUCTIONS TO PROPOSERS

1. Proposals must be enclosed in a sealed plain envelope, with the RFP number written on the outside and endorsed with the title of the proposal and must be filed with the Purchasing Agent of the City of Valdosta, located at 216 E. Central Ave, 2nd Floor. In the event you choose to mail your proposal, it should be mailed to Teffany Edwards, P.A., P.O. Box 1125, Valdosta, Ga. 31603.
2. No proposer will be allowed to withdraw his proposal for any reason whatsoever after the RFP's have been opened.
3. The specifications and scope of work following, represent the minimum general size, weight, capacity and performance characteristics desired in the equipment or services to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all proposals submitted shall not be subject to correction or alteration after the RFP has been filed, opened, and publicly read. In view of an unusual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted on each type of equipment offered. The City of Valdosta reserves the right to evaluate any or all RFP's, particularly where there is a range in specifications. Special consideration will be given to the ready availability of repair parts and service.
4. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
5. It is expressly understood by the proposer that written notice of the award or purchase order by the City of Valdosta will constitute an agreement and consummate the transaction and will serve together with the proposal, the advertisement, these instructions and the detailed specifications, as the entire form of contract between the parties.
6. The proposer agrees that the City of Valdosta reserves the right to reject any or all proposals, or to accept the part of the RFP considered to be in the best interest of the City.
7. Specifications and the scope of work referred to are minimum, therefore unless otherwise indicated by the proposer, the City will assume proposals meet or exceed all specifications.
8. The names of a certain brand, make or definite specifications are to demote quality standard of the article desired, but do not restrict proposers to the specific brand, make or manufacturer named; it is to set forth and convey to prospective proposers the general style, type, character and quality of the article desired.
9. The City of Valdosta reserves the right to reject all RFP's as appears in its own best interest and to waive technicalities.

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the RFP:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Valdosta or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Valdosta or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name:

Contractor's Name:

City of Valdosta Georgia Contractor Affidavit

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 Valdosta, Georgia has registered with and is participating in a federal work authorization program*, 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 with the City of Valdosta, Georgia, the Contractor will secure from 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 Valdosta Georgia at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify TM User Identification Number

Date of Authorization

BY: Authorized Officer or Agent

Date

(Contractor Name) _____

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 _____, 202__

[NOTARY SEAL]

Notary Public My Commission Expires : _____ *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 Contract Act of 1986 (IRCA), P. L. 99-603

GENERAL SPECIFICATIONS & INSTRUCTIONS

It is the intent of these specifications and scope of work to furnish the City of Valdosta with the following service, according to the attached. It is clearly understood that the following are minimum specifications of the services proposed. The City of Valdosta reserves the right to accept any or all conditions or to choose the proposer considered to be in their best interest.

1. Proposals must be enclosed in a sealed plain envelope endorsed with the title and number on the front of envelope/package, and must be filed with:

**Purchasing Department City
Hall P.O. Box 1125 216 E.
Central Ave., 2nd Floor
Valdosta, Georgia 31601**

2. No Proposer will be allowed to withdraw their proposal for any reason whatsoever after the RFP's have been opened.
3. The specifications and scope of work represents the minimum services to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to ensure, if possible, that all proposals submitted shall not be subject to correction or alteration after the RFP has been filed, opened, and publicly read.
4. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
5. Specifications and the scope of work referred to are minimum. Therefore, unless otherwise indicated by the Proposer, the City will assume proposals meet or exceed all specifications.
6. The City of Valdosta reserves the right to reject any or all RFP's as appears in its own best interest and to waive technicalities.

I. INTRODUCTION

A. General Information

The Valdosta City Council and the Valdosta Historic Preservation Commission (HPC) hereby solicit competitive sealed proposals from qualified Historic Preservation Consultants/Firms for the completion of the Valdosta Southside Historic Resource Survey. The comprehensive resource survey will consist of approximately 1,123 parcels (or as many as funds will allow), which will include buildings, structures, sites, and objects constructed before 1983 and located within the boundaries depicted on the survey map (Exhibit A). The Southside Historic Resource Survey must be a contiguous geographic area to the Valdosta Local Historic District that may function as a whole.

Note: A portion of the Valdosta Local Historic District is depicted on the map attached to this Request for Proposal (RFP) and listed as Exhibit A. Funding for this project shall be in part through a grant received from the Georgia Department of Community Affairs Historic Preservation Division (hereafter referred to as HPD) and the City of Valdosta.

B. Background

The Southside of Valdosta developed as a series of predominantly African American neighborhoods from the late 19 century into the mid – 20 century. This part of the city includes the Southside National Register Historic District, listed in 2007. At the time of designation, its 706 total resources included residential, commercial, industrial, and community landmark buildings, many of which contributed to the historic context of the district.

However, the Southside of Valdosta, including the Southside National Register Historic District, is not located within the Valdosta Local Historic District. Meanwhile, property conditions in the Southside have been deteriorating over recent decades. Material alterations and the loss of historic resources make a current inventory of extant cultural assets especially important for future land use policy and development.

In addition to these benefits, this survey addresses two specific local needs. First, to update obsolete historic resource survey data stemming from a countywide survey now nearly 20 years old. Second, to gather data to facilitate discussions about the possible expansion of the local historic district to include a historic portion of the Southside area.

C. Term of Engagement

A Sixteen-Month contract is contemplated, subject to the satisfactory negotiation of terms (including a price acceptable to both City and the selected firm), the concurrence of City Council and the annual availability of a funding allocation. The City reserves the right to terminate the contract at any time with 30 days written notice.

D. Subcontracting

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the Contracted Firm desires to subcontract some part of the work specified herein, the Contracted Firm shall furnish the City the names, qualifications and experience of their proposed subcontractors. The Contracted Firm shall, however, remain fully liable and responsible for the work to be performed by subcontractor(s) and shall assure compliance with all requirements of the contract.

II. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

Funding for this project shall be in part through a federal grant received from HPD, which will require the consequent final product to be in compliance with the *US Secretary of the Interior 's Standards for Archaeology and Historic Preservation*, which include the *Standards for Evaluation, Identification, and Registration*. The project work will be prepared in accordance with (a) *National Register Bulletin : Guidelines for Local Surveys: A Basis for Preservation Planning*; (b) the Historic Preservation Division's guidance materials for identifying and documenting Georgia's historic resources, including the "Georgia Historic Resources Manual, October 2020," "Tips for Using GNAHRGIS as part of a Georgia Historic Resources Survey," and the Historic Resources Surveys and GNAHRGIS "Primer," all available online; as well as (c) the HPD'S Georgia's Natural, Archaeological, and Historic Resources Geographic Information System (GNAHRGIS) web-based GIS database.

- B.** The basic requirements of the survey include the collection and recordation of information about extant resources during actual fieldwork along with a minimum of two (2) digital photographs, dating to within six (6) months of the survey date, per resource. This information includes an architectural description of each resource and its age, setting, location, and any documented history and /or significance. The information is later entered online using the Georgia's Natural, Archaeological, and Historic Resources Geographical Information Services (GNAHRGIS) data entry program. All resources 40 years of age or older, regardless of their integrity, within the Valdosta Local Historic District should be surveyed.

Note on Re-Survey of Resources: In 2006, Catherine Wilson-Martin completed a 5-year survey of historic resources across Lowndes County. The results of that survey are entered into the state database (GNAHRGIS) system. The proposed survey will include a re-survey of many previously surveyed points. For these points, the surveyor will need to identify them in the GNAHRGIS system and add new survey data to the existing points to avoid duplicate entries. In some cases, the previously entered points are placed incorrectly or in inaccurate locations and will need to be adjusted to their correct and accurate location.

C. Reports to be Issued

In addition to GNAHRGIS entries, a final survey report and survey map delineating surveyed parcels is required. Final products submitted to the HPC will be four (4) hard copies of the survey report, three (3) digital copies of the survey report, and two (2) hard copy survey area maps. The map must indicate the survey area boundary, any relevant local or National Register of Historic

Places-listed historic district boundaries, addresses, tax parcels lines, and street names, and be at a scale of 1"=200.' The map shall include a key explaining boundaries.

The survey report is to include at a minimum:

- **Executive Summary**, which includes the total number of surveyed resources;
- **Project Description**, including how the survey was funded, who sponsored the survey, the name of the surveyor, and a general description of the survey area, including a clear statement and justification of the boundaries of the survey area;
- **Summary of Previous Preservation Projects**, including previous survey efforts, local designations, National Register listings, and other historic preservation planning efforts;
- **Developmental History**, a brief written account of how the area developed over time and how it reflects distinctive aspects of Georgia's history;
- **Survey Methodology**, including the fieldwork techniques and research methods employed while conducting the survey which includes references to previous surveys and any re-survey completed as part of this project;
- **Recommendation for Future Preservation Activities**, including: potential National Register nominations for individual resources and /or historic districts with basic boundary justification(s) for any proposed historic districts, as applicable; potential updates and/or amendments to existing National Register historic district listings, as applicable; and potential economic development, heritage tourism, and other preservation planning activities;
- **Survey Results and Architectural Analysis**, including the total number of surveyed resources divided into appropriate categories; a table listing the main building types and main architectural styles identified in GNAHRGIS, as well as narrative defining these; local architectural character; some general observations (such as integrity and condition of resource, character-defining features, and apparent developmental trends), and local landmarks and eccentricities;
- **Appendix 1:** A table listing all GNAHRGIS ID numbers associated with the survey paired with the address of the resource that each GNAHRGIS ID number represents.
- **Appendix 2:** A survey map that delineates the survey area; existing local historic district and National Register-listed district boundaries and potential updates and/or amendments to these existing district boundaries; and the boundaries of the identified potential new historic districts.

Any document published or produced from this award must also include the following funding statement of acknowledgement:

This Historic Resources Survey has been financed in part with Federal funds from the National Park Service, U.S. Department of Interior, through the Historic Preservation Division of the Georgia Department of Natural Resources. However, the contents, opinions, and recommendations expressed in this Historic Resources Survey do not necessarily reflect the views or policies of the Department of the Interior or the Georgia Department of Natural Resources, nor does the mention of trade names, commercial products, or consultants constitute endorsement or recommendation by these agencies. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the

Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, gender, or disability in its federally-assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.

III. TIME REQUIREMENTS

A. Proposal Calendar

Request for proposal issued	September 01, 2023
Due date for proposals	September 28, 2023 11:00 AM EST
Questions Cut off	September 14, 2023 2:00 PM EST

B. Notification and Contract Dates

Selected firm notified	On or Before October 15, 2023 10:00 AM EST
Contract date	After official award made

C. Date Survey May Commence

After award and contract complete

D. Project Schedule: 2023-2025

- | | |
|---------------------|--|
| • Oct – Dec 2023 | Mobilize and commence work on the survey |
| • January 15, 2024 | Approximately 25% of the data entered into GNAHRGIS |
| • March 15, 2024 | Approximately 50% of the data entered into GNAHRGIS |
| • May 15, 2024 | Approximately 75% of the data entered into GNAHRGIS |
| • July 15, 2024 | Approximately 100% of the data entered into GNAHRGIS |
| • August 15, 2024 | First draft of report and map submitted to HPD/City |
| • November 1, 2024 | Second draft of report and map submitted in hard copy to HPD/City for. |
| • January 15, 2024 | Final draft sent to HPC including hard copy map showing parcels with project boundaries, addresses, legal parcels, and street names at a scale of 1" = 200.' |
| • February 01, 2025 | Project Completed |

IV. PROPOSAL REQUIREMENTS

A. Inquiries

Submit all questions only in writing concerning this RFP by September 14, 2023 at 2:00 PM EST to Jeff Brammer, Senior Planner-Historic Preservation at jbrammer@valdostacity.com. Teffany Edwards, City of Valdosta Purchasing Agent at tedwards@valdostacity.com. Be sure to note the RFP number and title in the subject line of the email.

B. Submission of Proposals - One (1) Original and eight (8) copies required and one electronic copy (thumb drive) to include the following:

Title Page - showing the request for proposal's subject; the Consultant/Consulting Firm name; the name, address, telephone number, and email address of the contact person; and the date of the proposal.

License to Practice in Georgia - An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Georgia.

Firm Qualifications and Experience - The consultant must meet professional requirements according to the Secretary of the Interior's Professional Qualification Standards (36CFR Part 61) and possess the following:

- a. A thorough knowledge of and familiarity with American architectural history;
- b. Demonstrated experience in researching and describing historic resources, conducting architectural surveys, and writing historic contexts;
- c. A thorough knowledge of and familiarity with identifying and evaluating Georgia's historic resources, including architectural styles and types, the GNAHRGIS database, and survey procedures;
- d. Demonstrated writing skills; and
- e. Experience with digital photography.
- f. A description of the firm's experience with historic resource survey including the number of years in the business.

Proposal Contents Required for Submission:

- a. List of completed similar projects, including project name, location, nature of work, date completed, project cost, owner's name and owner's representative's name, address, phone number, and other relevant contact information.
- b. Evidence of professional qualifications, as applicable.
- c. Organizational history, including years in business and resumes of all partners, associates, or consultants employed in your firm who will be working on this project.
- d. Listing of trade or other references you feel are important or pertaining to your proposal.

D. Cost Proposal Form - General Requirements-The Cost Proposal Form should include the following information minimally:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the City.

- c. The total all-inclusive maximum price being proposed is to contain all direct and indirect costs including **ALL** out-of-pocket expenses.

E. Other Relevant Information - Other information that the applicant feels is important to demonstrating the ability to do the best job. This section could be recognition or awards received for past completed surveys, etc.

V. ASSURANCES

The consultant will comply with Title V of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and in accordance with Title V of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance. The consultant will immediately take any measures necessary to effectuate this provision.

The consultant will comply with Title VI of the Civil Rights Act of 1966 (42 U.S.C. 2000q et seq.) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

The consultant will comply with Section 504 of the Rehabilitation Act (29 U.S.C. 794 et seq.) which requires that no qualified handicapped individual is solely, by reason of handicap, excluded from the participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

The consultant agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.). This act prohibits discrimination on the basis of disability in services, programs, and activities provided by State and Local government entities.

The consultant agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of the grant program, including OMB A-87 or A-122, A-102 or A-110, A128, FMC 74-4 and 74-8, National Register Programs Guidelines, the Secretary of the Interior's "Standards for Archaeology and Historic Preservation," and any special conditions or regulations relating to the application, acceptance, and use of Federal funds for a federally assisted project

VI. RIGHTS TO DATA AND COPYRIGHTS

All rights, title, and interest in all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the consultant pursuant to this project (hereinafter referred to as the "project materials"), including without limitation any copyright, title, trademark, and intellectual property rights in and to the project materials, shall remain with the City. The City reserves unto itself all rights of every kind and nature except those expressly granted to HPD herein. The City hereby grants to HPD a perpetual, nonexclusive, nontransferable, royalty-free, license to use, copy, maintain, and modify the project materials, in whole or in part, into other works.

VII. EVALUATION PROCEDURES

A. Review of Proposals Proposal submitted will be evaluated by the City's Selection Committee. Proposals will be evaluated using the general, technical, and cost criteria as described in Section IV

above. Firms meeting the mandatory criteria below will have their proposals evaluated for both technical qualifications and cost as follows:

Qualifications and Experience	40%
Similar Engagements with Other Governments	20%
Specific Survey Approach	20%
Size and Structure of Firm	10%
Cost	10%

During the evaluation process, the City's Selection Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract by and between the City and the firm selected.

B. Mandatory Elements

FAILURE TO MEET THE MANDATORY REQUIREMENTS DESCRIBED BELOW WILL RESULT IN IMMEDIATE REJECTION OF THE ENTIRE PROPOSAL AND NO EVALUATION OF THE REMAINDER OF THE TECHNICAL COMPONENT OR OF THE COST PROPOSAL WILL BE MADE

Mandatory Elements:

1. The consulting firm is independent and licensed to practice in Georgia.
2. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
3. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
4. Insurance Requirement
The Company shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Company, its agents, representatives, employees, or subcontractors.

Minimum Limits of Insurance

The Company shall maintain insurance policies with coverage and limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. This coverage may be achieved

by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).

b. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.

c. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per loss is required, in the event Consultant is performing design, engineering or other professional services.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability Insurance

- (i) Additional Insured Requirement. The City, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Company. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Company to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
- (ii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (iii) Separate Coverage. Coverage shall state that the Company's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (iv) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

5. Workers' Compensation and Employers Liability Coverage

The Company shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Company, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against the City, and its officers, officials, employees and volunteers for losses arising from the work performed by the Company for the City.

6. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the City.

7. All Coverage

(i.) Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the City of Valdosta. The City reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Company must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A" or better and with a financial rating of Class VIII or greater. All policies shall be subject to approval by the City of Valdosta's Attorney's Office as to form and content.

(iii) Failure of Insurers.

The Company shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

8. Verification of Coverage

The Company shall furnish the City with certificates of insurance and endorsements to the policies evidencing all coverage required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to the City. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates, endorsements and declaration page shall be furnished at or prior to the time this Contract is submitted to the City for execution, and must be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Company shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

9. Subcontractors

The Company shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insured.

10. Hold Harmless, Indemnification Provisions and Limitations of Damages.

Subject to the limitations hereinafter set forth, the Company agrees to and shall defend, indemnify and hold harmless the City of Valdosta, its officers, city officers and city employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Additional Services, caused solely by any act or omission actionable at law on the part of the Company, company employees or agents, or any subcontractor of Company. Lack of insurance coverage shall not negate Company's obligation under this paragraph. If Company is required to indemnify the City of Valdosta hereunder, Company may assume the defense of the City of Valdosta with counsel reasonably acceptable to the City at the expense of Company. In addition, the City of Valdosta may engage its own counsel to participate in any defense in any such proceeding at the City's expense.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

11. Termination For Convenience

The City may terminate this Agreement at any time for any reason upon 120 days prior written notice to the Company. The effective date of termination shall be set forth in the notice. As the sole remedy for City's termination for convenience without cause, the Company shall be paid for any validated services performed under this Agreement up to the time of termination. Company shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible. The Company includes a termination for convenience in all applicable subcontracts entered into pursuant to this Agreement. The Company shall terminate any applicable subcontracts upon receipt of a termination notice to or from the City.

- C. **Final Selection** - The City will select a firm based upon the review committee recommendations. It is anticipated that a firm will be selected by October 15, 2023. Following notification of the firm selected, it is expected a contract will be executed between both parties within two (2) weeks.

Prior to the final contract execution, the selected consultant/consulting firm will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within ten (10) calendar days of notification, if not, this could lead to rejection of the proposal.

- C. **Right to Reject Proposals** - Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

The City reserves the right without prejudice to reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. Any proposal, which does not include all the required statements and affirmations called for in this RFP, will be automatically rejected as not being responsive.

FIRM INFORMATION SHEET

Date: _____

Company Name: _____

Address: _____

Phone Number: _____

Fax: _____

Signature: _____ Title: _____

Printed Name: _____

Email: _____

Is your company currently on any State or Federal Debarment list? Yes____ No ____

Will your company accept a credit card for payment? Yes____ No____

E-Verify Number: _____

Include a copy in package