



**CITY OF DAHLONEGA  
REQUEST FOR PROPOSAL (RFP)**

**WEBSITE DESIGN, DEVELOPMENT,  
AND HOSTING #2022-014**

***ISSUING AGENCY***

***CITY OF DAHLONEGA  
465 RILEY ROAD  
DAHLONEGA, GA 30533  
PHONE: 706-482-2721  
FAX: 706-864-4837***

***ISSUE DATE***

***Wednesday, March 30<sup>th</sup>, 2022***

***PRE-PROPOSAL MEETING***

***Monday, April 18<sup>th</sup>, 2022, 2:00 PM EDT***

***BID CLOSING DATE***

***Thursday, May 5<sup>th</sup>, 2022, 2:00 PM EDT***

***PURCHASING AGENT (CITY CONTACT)***

***Brittany Lee***

**BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN**

**May 5<sup>th</sup>, 2022, AT 2:00 PM EDT.**

**ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.**

**CITY OF DAHLONEGA  
REQUEST FOR PROPOSAL (RFP)**

**WEBSITE DESIGN, DEVELOPMENT,  
AND HOSTING #2022-014**

The City of Dahlonega is requesting sealed proposals for a firm to provide three services related to its website: (1) hosting the City of Dahlonega website, (2) maintenance of the existing website located at [www.dahlonega.gov](http://www.dahlonega.gov), and (3) redesign of the site and migration from the existing website to the new site.

An *OPTIONAL* pre-proposal meeting will be held on Monday, April 18<sup>th</sup>, 2022, at 2:00 PM EDT at the City Hall Council Chambers at 465 Riley Road, Dahlonega, GA 30533.

Questions regarding Project #2022-010 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at [blee@dahlonega.gov](mailto:blee@dahlonega.gov) or faxed to 706-864-4837 before 12:00PM, EDT, on April 22<sup>nd</sup>, 2022. Responses will be posted by addenda no later than 5:00PM EDT, on April 27<sup>th</sup>, 2022, to [www.dahlonega.gov](http://www.dahlonega.gov)

Proposals must be received by 2:00 PM local time on Thursday, May 5<sup>th</sup>, 2022, and may be delivered to the Purchasing Department, 465 Riley Road, Dahlonega 30533. Proposals shall be clearly marked and sealed, including the appropriate project number and title. Late bids will not be considered nor returned.

The proposal documents and specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia (Phone 706-864-6133) and on the City's website at [www.dahlonega.gov](http://www.dahlonega.gov)

Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22. The City reserves the right to reject any or all proposals, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

## 1.0 INTRODUCTION

### 1.1 Purpose of Procurement

The City of Dahlonega is requesting sealed proposals for a firm to provide three services related to its website: (1) hosting the City of Dahlonega website, (2) maintenance of the existing website located at [www.dahlonega.gov](http://www.dahlonega.gov), and (3) redesign of the site and migration from the existing website to the new site.

### 1.2 Schedule of Events

This Request for Proposal shall be governed by the following schedule:

DATE	ACTIVITY
Wednesday, March 30 <sup>rd</sup> , 2022	Release of Invitation to Bid
Monday, April 11 <sup>th</sup> , 2022 3:00 PM	Optional Pre-Bid Meeting
Wednesday, April 18 <sup>th</sup> , 2022 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
Monday, April 27 <sup>nd</sup> , 2022 5:00 PM	Answers to written questions and all addenda posted on website: <a href="http://www.dahlonega.gov">www.dahlonega.gov</a>
<b>Thursday, May 5<sup>th</sup>, 2022 2:00 PM</b>	<b>Bids due and bid opening (Bids will be accepted until time of opening. No bids will be accepted after the due date and time.</b>

### 1.3 Restrictions on Communications

From the issue date of this Request for Proposal until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any city staff or elected officials except 1) through the Purchasing Agent named herein, 2) at the Pre-Proposal Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any proposer violating this provision.

### 1.4 Pre-Proposal Meeting

A pre-proposal meeting will be held Monday, April 18<sup>th</sup>, 2022, at 2:00 PM. Attendance to this meeting is optional.

### 1.5 Questions & Addenda

All questions concerning this **proposal must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 PM EST on Wednesday, April 22<sup>nd</sup>, 2022, local time. The Inquiries must be directed to:

**Brittany Lee, Purchasing Agent**  
City of Dahlonega  
465 Riley Road  
Dahlonega, Georgia 30533  
[blee@dahlonega.gov](mailto:blee@dahlonega.gov)  
Fax 706-864-4837

No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposal. Addenda shall be posted to the city website [www.dahlonega.gov](http://www.dahlonega.gov), no later than Friday, April 27<sup>th</sup>, 2022, 5:00 PM EDT. A signed copy of the Addenda Acknowledgement Form shall accompany submitted proposals. Proposers are advised to check the website for addenda before submitting their bids.

### **1.6 Contract Term**

The contract between the City and the contractor shall become effective upon signing and will be eligible for up to two (2) annual renewals.

The contract between the City and the selected contractor shall become effective upon signing. The City reserves the right to terminate contract at any time if successful proposer fails to meet requirements stated in this proposal. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

### **1.7 Bonds**

Bid Bonds	Not Required
Performance and Payment Bond	Not Required

### **1.8 Exception to RFP**

Each contractor shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the proposal. All exceptions taken must be identified and explained in writing in your RFP and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution must be explained in detail. The City welcomes innovative suggestions and recommendations from Proposers that will ensure a 100% successful service approach.

## **2.0 SCOPE OF WORK**

### **2.1 Background**

The City of Dahlonega is located approximately sixty miles north of Atlanta. The City provides services including police, public works, courts, planning and community development, utility services and billing, downtown development, parks, and special events along with various administrative and support functions.

### **2.2 Responsibilities**

- A. Review, maintain, and update existing City of Dahlonega website for accuracy, currency, and functionality.
- B. Work with staff to create a new design that gives the site a professional, attractive, and contemporary look.
- C. Identify the optimum server platform and development language for the new website, considering both functionality and cost.

- D. Migrate the current website content to the new design.
- E. Integrate one-click social media profile join buttons for Facebook and Twitter.
- F. Provide a web interface that can accommodate individuals with disabilities in accordance with the Americans with Disabilities Act. See [www.ada.gov/websites2\\_prnt.pdf](http://www.ada.gov/websites2_prnt.pdf) and <https://www.w3.org/WAI/intro/wcag>
- G. Maintain documentation of the City of Dahlonega website.
- H. Perform other related duties and responsibilities as required and as time allows.
- I. Maintain City of Dahlonega website security and security updates.
- J. The new site must be designed for continuous operation, 24 hours a day, 7 days a week with maintenance windows clearly defined.
- K. The City of Dahlonega will be in charge of content management and will own all content.
- L. No web design company indicators will be permitted on the website.
- M. The firm must identify a hosting facility outside its institutional technical architecture.
- N. Training will be provided for employees who post content.

### **3.0 MANDATORY PROPOSAL REQUIREMENTS**

**3.1 Overview:** The proposer shall provide detailed information so as to demonstrate their understanding of the services requested.

**3.2 Documents:** All documents will be typewritten on standard 8 ½” x 11” white paper and bound in two volumes (Volume I-Qualifications Proposal and Volume II Financial Proposal)

**3.3 Submission:** The Proposer shall package and seal its proposals so that they will not be damaged in mailing. Volumes I and II are to be packaged and sealed separately. Proposers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the Evaluation and Proposal Submission Section, **5.2 Process for Submitting Proposal.**

### **4.0 QUALIFICATIONS PROPOSAL INFORMATION**

The Proposer is to provide adequate information that will render it qualified and capable of cost effectively accomplishing the program services. The city’s assigned evaluation team will grade and rank each proposal. Since there is no assurance of the Proposer having any other

opportunity to communicate its ability, the proposals must negate any ambiguity with respect to the proposer's ability and approach.

**4.1 Proposers Qualifications:** A qualified firm shall have at least five (5) five years of experience providing similar services. Proposers must provide their firms' number of continuous year in operation. All things being equal, partnerships, subsidiaries, mergers, and similar corporate arrangements, which collectively can satisfy the five (5) year experience requirement, will be considered. Moreover, a firm with less than five (5) years' experience but with a division who independently can satisfy the five (5) year experience requirement will also be considered. It is incumbent on the proposer to clearly explain the relationship between these different entities and the corporation.

**4.2 Management Philosophy:** This part will contain the proposer's management philosophy in relation to personnel, operations, cost control, and responsiveness to County concerns.

**4.3 Implementation Plan:** This part will contain the proposer's detailed implementation plan consisting of specific personnel requirements, schedule, and organization chart to include management structure.

**4.4 Company Experience:** This part will contain the proposer's particular experience history with other clients providing contact name, address, phone number, fax number, e-mail address, scope of services, and other relevant data as outline in the proposer's qualification section.

Provide, in this section, a list of projects where the proposer has been terminated, or replaced, on similar projects.

**4.5 Subcontractors:** The Proposer shall provide a list of subcontractors, by name and address, who they intend to use during the life of the contract. If names are not available, then the proposer must list the services to be subcontracted.

## **5.0 EVALUATION AND PROPOSAL SUBMISSION**

### **5.1 Evaluation Process**

#### **5.1.1 Administrative Review**

The proposals will be reviewed by the Purchasing Agent for the following administrative requirements:

- a. Submitted by deadline.
- b. Separately sealed Qualifications Proposal and Financial Proposal
- c. All documents requiring an original signature have been signed and are included.

#### **5.1.2 Mandatory Requirements Review**

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 4.0 are addressed satisfactorily.

#### **5.1.3 Qualifications Proposal Evaluation**

The City will designate an evaluation team that will review all proposals and make

their recommendations to the City Council. The team's evaluation will be subjective; however, weighting values have been established to minimize the subjectivity. The following values are assigned to each section.

<b>SECTION</b>	<b>WEIGHT</b>
Company Experience	15%
Qualified Personnel	20%
Relevant Work Experience	45%
Project Approach	20%
Total:	100%

#### **5.1.4 Financial Proposal Evaluation**

The Financial Proposals from proposers not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the City.

#### **5.1.5 Oral Presentations**

The City reserves the right to invite proposers to present their qualifications.

#### **5.1.6 Selection of Proposal**

Once RFPs have passed the review/evaluation process, results will be distributed to a committee for further review. A short list of the top 2-3 proposers will be created and those companies may be interviewed by the committee. If interviews are necessary, when they are completed, a decision will be made, and then a recommendation will be forwarded to the City Council for a contract.

#### **5.1.7 Rejections of Proposal/Cancellation of RFPs**

The City of Dahlenega reserves the right to reject any and all submissions, to waive any irregularity or informality in submission, and to accept or reject any item or combination of items, when to do so would be in the best interest of the City. The City reserves the right to cancel this RFP at any time. The City will not be liable for any cost/losses incurred by the contract(s) throughout this process.

### **5.2 Process for Submitting Proposal**

#### **5.2.1 Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the proposer should reference these materials in the technical proposal, identifying the documents and citing the appropriate section and page(s) to be reviewed.

### 5.2.2 Packaging of Proposal

The required completed proposal documents shall be submitted in sealed envelope(s) marked as follows: **WEBSITE DESIGN, DEVELOPMENT, AND HOSTING RFP #2022-014** with the Proposer's business name clearly visible.

**Inside the shipping container, the proposal in response to this RFP must be divided into two separate and appropriately labeled and sealed packages: Qualifications Proposal and Financial Proposal.** Each package should be clearly labeled with the submitting firm's name and in **separate packaging.**

1. The contents of the sealed, inner package labeled **"Qualifications Proposal"** will include an **original** and **two (2)** copies of each of the following:
  - a. Transmittal letter as referenced under Section 3.1 (a) of this RFP.
  - b. Completed Proposal that addresses all elements of the Scope of Work as referenced in Section 2 of this RFP.
  - c. All qualifications information referenced under Section 4 of this RFP.

### **DO NOT INCLUDE FINANCIAL INFORMATION OF ANY KIND IN THE QUALIFICATIONS PROPOSAL**

2. The contents of the sealed, inner package labeled "Financial Proposal" will include the original documents of the Proposer's Checklist and Proposal Submittal Packet.

### **DO NOT INCLUDE QUALIFICATIONS INFORMATION OF ANY KIND IN THE FINANCIAL PROPOSAL**

**Proposals must be delivered, mailed, or shipped to:**  
**Brittany Lee, Purchasing Agent**  
**465 Riley Road**  
**Dahlonega, GA 30533**

Proposals must be received no later than 2:00 PM on May 5<sup>th</sup>, 2022. Proposals submitted by fax or email will not be accepted. It shall be the duty of each proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. If a late proposal is received via carrier, it will be marked late and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.

## **6.0 TERMS AND CONDITIONS**

### **6.1 RFP Amendments**

The City reserves the right to amend the RFP prior to the proposal due date. All addenda and additional information can be found on the City's website, <https://dahlonega.gov/submit-a-bid-or-proposal/> **It is the**



**proposer's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included with the proposal.**

## **6.2 Agreement and Project Forms**

The agreement form shall be the owner's agreement form. The owner's payment, waiver of lien, and change order form(s) shall be used.

## **6.3 RFP Withdrawal**

A submitted RFP may only be withdrawn prior to the due date in accordance with O.C.G.A. §13-10-22 by a signed written request to the Purchasing Agent.

## **6.4 Costs for Preparing RFP**

The cost for developing the RFP is the sole responsibility of the contractor. The City will not provide reimbursement for such cost.

## **6.5 Conflict of Interest**

If a Proposer has any existing client relationship that involves the City of Dahlonega, the proposer must disclose each relationship.

## **6.6 Contractor Selection**

The City of Dahlonega reserves the exclusive right to determine which proposer should be awarded the contract. The City also reserves the right to reject any and all RFPs at its discretion, with or without cause.

## **6.7 Negotiations and Apparent Winner**

Prior to award, the apparent winning proposer will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the City. Failure to resolve differences will lead to rejection of the contractor's RFP.

The City reserves the right to negotiate modifications and costs with the successful proposer, provided that no such modifications affect the specifications set forth herein. The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document is received from the City.

## **6.8 Taxes**

The City of Dahlonega is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. The City of Dahlonega cannot exempt others from tax.

## **6.9 Non-Collusive Bidding**

By submitting a response to this Request for Proposal, the proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Proposer has not directly or indirectly induced or solicited any other vendor to put in a

sham proposal, or any other person or company to refrain from submitting and that the Proposer has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

#### **6.10 Cancellation for Cause**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

#### **6.11 Condition of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

#### **6.12 Rejection of Submissions/Cancellation of Proposals**

The City of Dahlonega reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposals, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject proposals that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Request for Proposal at any time. The City will not be liable for any cost/losses incurred by the contractors throughout this process.

#### **6.13 Non-discrimination**

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

## **6.14 Payment**

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. The City of Dahlonega typically pays invoices on a net 30 basis.

## **6.15 Insurance**

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the City, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The contractor further agrees to protect, defend, indemnify, and hold harmless the City of Dahlonega, its council, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this proposal.
5. The contractor shall notify the City, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the City.
6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the owner shall have the absolute right to terminate the contract without any further obligation to the contractor. Further, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
7. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractor.

8. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this contract.
9. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the City may be considered. The contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

**A "Certificate of Insurance" showing The City of Dahlenega as the Certificate Holder must be provided prior and incorporated as part of the award contract.**

### **6.16 Project Coordination**

The contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The contractor shall designate one such person as a project manager, and the project manager shall be deemed to be the contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a project manager who shall be authorized to generate, receive, and accept communication as an authorized representative of the City.

The contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

### **6.17 Accuracy of Work**

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the contractor under this bid, the contractor shall confer with the city for the purpose of interpreting the information supplied by the contractor and to correct any errors or omissions. the above consultations, clarifications, and/or corrections shall be made without added compensation to the contractor. the contractor shall give immediate attention to these changes so there will be minimum delay to others. the contractor shall be responsible for errors and omissions and save harmless the city and its agents as provided in this proposal.

### **6.18 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the services required by the contract, shall be the absolute property of the city and shall not be used by the contractor for purposes unrelated to the contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the contract except that contractor shall have the right to retain copies of the same.

### **6.19 News Releases by Contractor**

As a matter of policy, the City does not endorse the products or services of a contractor. news releases concerning any resultant contract from this solicitation shall not be made by a contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlenega Purchasing Agent for review and approval.

## **6.20 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of the contract is held illegal or in conflict with any law of the state where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

The City and the contractor agree to resolve issues through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

## **6.21 Drug Free Workplace**

By submission of a proposal, the contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The contractor further certifies that:

1. A drug-free workplace will be provided for the contractor's employees during performance of the contract.
2. Each contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification.
3. As part of the subcontracting agreement with (contractor's name), (sub-contractor's name) certifies to the contractor that a drug-free workplace will be provided for the sub-contractor's employees during the performance of this contract pursuant to Paragraph (7) of sub-section (b) of Code Section 50-24-3.
4. The contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

## **6.22 Assignment of Contractual Rights**

It is agreed that the contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this proposal or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

## **6.23 Indemnity**

To the fullest extent permitted by law, the contractor will indemnify, defend, and hold the City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the contractor or anyone for whom the contractor is responsible.

#### **6.24 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

#### **6.25 Documents Deemed Part of Contract**

Unless otherwise modified by the contract, the City of Dahlonega's Request for Proposal issued March 30<sup>th</sup>, 2022, and any addendums issued thereto, shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

#### **6.26 Open Records**

All materials submitted in connection with this Request for Proposal will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America, and the open records policies of the City of Dahlonega. All such materials shall remain the property of the City of Dahlonega and will not be returned to the respondent

#### **6.27 Proposal Bonds, Performance Bonds, and Payment Bonds (if required)**

A five percent (5%) proposal bond, a one hundred percent (100 %) performance bond and/or a one hundred percent (100%) payment bond shall be furnished to City of Dahlonega if stated as a requirement in paragraph 1.8 in the "Introduction" section of this proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication companies holding certificates of authority as acceptable surety on federal bonds and as acceptable reinsuring companies and have an A.M. Best rating.

#### **6.28 Georgia Security and Immigration Compliance Act**

Proposers submitting a response to this Request for Proposal **must** provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

**WEBSITE DESIGN, DEVELOPMENT,  
AND HOSTING #2022-014**

**PROPOSER'S TECHNICAL CHECKLIST AND PROPOSAL SUBMITTAL PACKET**

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

Please indicate you have completed the following documentation and submit them in the following order:

- Proposer's Qualification Sheet
  
- Management Philosophy
  
- Implementation Plan
  
- Company Experience
  
- Subcontractor

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**WEBSITE DESIGN, DEVELOPMENT,  
AND HOSTING #2022-014**

**PROPOSER'S QUALIFICATION SHEET**

All references must include information for whom your company has completed work similar to the Scope of Work in this Proposal. Attach additional page if necessary.

Company Name: _____	
1. Company: _____	
Street Address: _____	
City, State, & Zip: _____	
Contact Person: _____	Title: _____
Phone: _____	Email: _____
Describe Scope of Work and dates of project and service: _____	
_____	
2. Company: _____	
Street Address: _____	
City, State, & Zip: _____	
Contact Person: _____	Title: _____
Phone: _____	Email: _____
Describe Scope of Work and dates of project and service: _____	
_____	
3. Company: _____	
Street Address: _____	
City, State, & Zip: _____	
Contact Person: _____	Title: _____
Phone: _____	Email: _____
Describe Scope of Work and dates of project and service: _____	
_____	

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**



**WEBSITE DESIGN, DEVELOPMENT,  
AND HOSTING #2022-014**

**PROPOSER'S FINANCIAL CHECKLIST AND PROPOSAL SUBMITTAL PACKET**

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

Please indicate you have completed the following documentation and submit them in the following order:

- Proposer's Information
- Execution of Proposal
- Price Proposal
- Affidavit of Non-Collusion
- Drug-Free Workplace
- Addenda Acknowledgement
- Completed W-9

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**WEBSITE DESIGN, DEVELOPMENT,  
AND HOSTING #2022-014**

**PROPOSER'S INFORMATION FORM**

**Proposer Information**  
(Type or Print)

**Name and Mailing Address**  
(Where to Send Payment)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Tax ID Number

OR

\_\_\_\_\_  
Social Security Number

**Name and Title of Person Authorized to Sign**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and signed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_,  
in the year \_\_\_\_\_.

Notary Public in and for the City of \_\_\_\_\_, State of \_\_\_\_\_.

Notary Public Signature and Seal: \_\_\_\_\_

My Commissioner Expires: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**WEBSITE DESIGN, DEVELOPMENT,  
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**PROPOSER'S EXECUTION OF PROPOSER'S FORM**

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

The potential Contractor certifies the following by placing an "X" in all bank spaces.

\_\_\_\_\_ This proposal was signed by an authorized representative of the firm.

\_\_\_\_\_ The potential contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

\_\_\_\_\_ All labor costs associated with this project has been determined, including all direct and indirect cost.

\_\_\_\_\_ That the potential contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

\_\_\_\_\_ That the potential contractor agrees to the conditions as set forth in this Request for Proposal with exceptions.

Therefore, in compliance with the foregoing proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**WEBSITE DESIGN, DEVELOPMENT,  
AND HOSTING #2022-014**

**CERTIFICATION AND NON-COLLUSION FORM**

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

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the bidder or the bidder's associates with any City staff or elected officials since the date this Invitation to Bid was issued except 1) through the Purchasing Agent of the City, 2) at the Pre-bid conference, or 3) as provided by existing work agreement(s). I understand the City reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**WEBSITE DESIGN, DEVELOPMENT,  
AND HOSTING #2022-014**

**ADDENDA ACKNOWLEDGEMENT FORM**

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

The proposer has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

*Vendors must acknowledge any issued addenda. Proposers which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the City's requirements.*

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**WEBSITE DESIGN, DEVELOPMENT,  
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**SAVE AFFIDAVIT**

(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)

AFFIDAVIT FOR PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

By executing this affidavit under oath, as an applicant for public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. §50-36-1), I am stating the following:

- 1) \_\_\_\_ I am a United States Citizen
- 2) \_\_\_\_ I am a legal permanent resident of the United States
- 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.

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. Some examples of secure and verifiable document: driver's license, passport, military identification.**

**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).**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Printed Name of Applicant**

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

\_\_\_\_\_  
**NOTARY PUBLIC**  
**My Commission Expires: \_\_\_\_\_**

**WEBSITE DESIGN, DEVELOPMENT,  
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**E-VERIFY AFFIDAVIT**

The City of Dahlonega and the Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 are conditions of the agreement for the physical performance of services. 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 Dahlonega has registered with and is participating in the federal work authorization program known as “E-Verify” to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned Contractor also verifies use of the federal work authorization program throughout the contract period.

The Undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dahlonega, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided by the Georgia Department of Audits and Accounts or a substantially similar form. Contractor further agrees to advise the City of Dahlonega of the hiring of a new subcontractor and will obtain a Subcontractor Affidavit within five (5) days of the hiring before the Subcontractor begins working on the project. Contractor agrees to maintain all records of such compliance for inspection by the City of Dahlonega at any time and to provide a copy of each such verification to the City of Dahlonega at the time the Subcontractor(s) is retained to perform such services.

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

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

\_\_\_\_\_  
Federal Work Authorization User ID Number

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

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

\_\_\_\_\_  
Name of Public Employer

\_\_\_\_\_  
Name of Contractor

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

Executed on \_\_\_\_\_ in \_\_\_\_\_,  
(date) (city) (state)

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**WEBSITE DESIGN, DEVELOPMENT,  
AND HOSTING #2022-014**

**PRICE PROPOSAL**

**PRICE PROPOSAL MUST BE SENT IN A SEPARATE SEALED ENVELOPE**

I have read and understand the requirement of this Request for Proposal **WEBSITE DESIGN, DEVELOPMENT, AND HOSTING #2022-014**

I agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the City of Dahlenega will not be responsible for the reimbursement of any costs not specifically set forth in the proposal.

PROPOSED PRICE \$ \_\_\_\_\_

I hereby certify that this financial proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am an authorized to sign the financial proposal.

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

\_\_\_\_\_  
Date

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

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