



# SANDY SPRINGS™

GEORGIA

## REQUEST FOR PROPOSALS (“RFP”) #20-007 City of Sandy Springs Transportation Master Plan

**Pre-Proposal Conference: September 13, 2019, 9:00 AM EST**  
**City of Sandy Springs City Hall, Barfield Training Room - 2<sup>nd</sup> Floor**  
**1 Galambos Way, Sandy Springs, Georgia 30328**

**Proposals are due no later than: September 26, 2019, 2:00 PM EST.**

Sealed responses to this RFP (“Proposals”) will be received no later than September 26, 2019, 2:00 PM EST. The City of Sandy Springs will only accept online submissions for this RFP through the Bonfire Portal at: <https://sandysprings.bonfirehub.com/projects/view/17560>.

A Proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

### General Information:

1. All communications regarding this solicitation shall be with the assigned Procurement Officer, Charise Glass, at [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov).
2. All questions or requests for clarification shall be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/17560>.

Questions are due no later than September 17, 2019; 5:00 PM EST. Questions received after this date and time may not be answered.

3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information related to this solicitation will be posted on the Bonfire website at: <https://sandysprings.bonfirehub.com/projects/view/17560>.

It is the Offeror’s responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.

4. The form of contract (“Model Contract”) the City intends to execute with the selected Offeror is included as Attachment A for your review.
5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.
6. A checklist is provided with this RFP for your convenience. It should not be submitted with your Proposal.

## TABLE OF CONTENTS

PROPOSAL SIGNATURE AND CERTIFICATION

CORPORATE CERTIFICATE

OFFEROR'S RFP CHECKLIST

SECTION 1: INTRODUCTION

SECTION 2: SCOPE OF WORK

SECTION 3: SUBMITTAL OF PROPOSAL

SECTION 4: CONTENTS OF PROPOSAL, EVALUATION CRITERIA AND SELECTION PROCESS

SECTION 5: PRE-SUBMITTAL INQUIRIES

SECTION 6: COMMUNICATION

SECTION 7: SCHEDULE OF EVENTS

SECTION 8: TERMS AND CONDITIONS

ATTACHMENT A: MODEL CONTRACT, which includes all Exhibits attached thereto including:

- Offeror's Proposal
- Fee Schedule
- Certification of Contractor - Georgia Security and Immigration Compliance Act
- Certification of Consultant - Drug-Free Workplace
- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
- Insurance Requirements
- Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964

## PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq., have not been violated and will not be violated in any respect.

Print/Type Offeror Name: \_\_\_\_\_

Authorized Signature for Offeror: \_\_\_\_\_

Print/Type Name of Authorized Signatory: \_\_\_\_\_

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

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify: that I am the Secretary of the company named as Offeror in the foregoing Proposal; that \_\_\_\_\_, who signed said Proposal on behalf of the Offeror, was then (title) \_\_\_\_\_ of said company; that said Proposal was duly signed for and in behalf of said company by authority of its governing body, and is within the scope of its corporate powers; and that said company is organized under the laws of the State of Georgia.

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

d/b/a: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

Print/Type Name of Authorized Signatory: \_\_\_\_\_

(Seal)

## OFFEROR'S RFP CHECKLIST

### Critical Things to Keep in Mind When Responding to an RFP for the City of Sandy Springs ("City")

1. \_\_\_\_\_ Read the *entire* document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. \_\_\_\_\_ Note the Procurement Officer's name, address, and email address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. \_\_\_\_\_ Attend the pre-Proposal conference, if scheduled. This conference provides an opportunity to ask clarifying questions, obtain a better understanding of the project, or notify the City of any ambiguities, inconsistencies, or errors in the RFP. This conference is not mandatory.
4. \_\_\_\_\_ Take advantage of the "question and answer" period. Submit your questions to the Procurement Officer by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for this RFP will be posted on the City's purchasing page at <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>.
5. \_\_\_\_\_ Follow the format required in the RFP when preparing a response ("Proposal"). Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City will know what your firm's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposals are evaluated based on the information and materials provided in response to the RFP.
7. \_\_\_\_\_ Use the forms provided with the RFP, if any.
8. \_\_\_\_\_ Check the City's website for RFP addenda before submitting a Proposal at <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>. If any exist, you must submit a signed cover sheet for each addendum issued along with your Proposal.
9. \_\_\_\_\_ Review the RFP again to make sure that you have addressed all requirements. Your original Proposal and the requested copies must be identical and complete. The copies are provided to individuals evaluating Proposals and will be used to rank your Proposal.
10. \_\_\_\_\_ Submit your Proposal on time. Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Proposals will not be accepted.

*This checklist is provided for assistance only and should not be submitted with your Proposal.*

## SECTION 1: INTRODUCTION

### **Purpose and Summary of Procurement**

The City of Sandy Springs (“City”), incorporated in 2005, developed its first Transportation Master Plan in 2008 (“Initial Plan”). The City has since executed many of the projects and policies identified in the Initial Plan. The purpose of this RFP is to seek responses (“Proposals”) from qualified firms to provide consulting services to the City to update the Initial Plan. The update (“Updated Plan”) will reassess the City’s transportation network, to take into account changes in the City since the adoption of the Initial Plan. The Updated Plan will also formalize steps to prepare for future transportation needs (“Project”).

The City anticipates major changes to local travel patterns and demands on the local transportation network as a result of several large regional projects that are currently planned or are under construction. Transform 285/400, I-285 Top End Express Lanes, SR 400 Express lanes, and any expansion of transit on these facilities will affect the City. Interstate 285 and State Route 400 directly serve and transverse the City.

The Project seeks to address the following:

- Understand what has been accomplished;
- Identify new and remaining transportation needs;
- Incorporate a transit component;
- Align with the City’s Next 10 Comprehensive Plan (“Next Ten Plan”); and
- Develop a plan that is adaptable to an evolving transportation industry.

### **Purpose of Project**

The Updated Plan will guide transportation policy and network development in the City and will prioritize transportation investments. The Updated Plan will reevaluate the Initial Plan, assess current needs, and identify strategies and projects to prepare the City for the future. To incorporate stakeholder input, there will be an extensive public engagement process, using innovative ways to demonstrate potential modifications to the existing transportation system.

## SECTION 2: SCOPE OF WORK

### **Task 1: Project Management**

Project management tasks include consultant-client coordination on a biweekly basis, meeting documentation, quality assurance/quality control, maintaining the Project schedule and budget, and invoicing. A progress report will be required with each invoice. It is expected that all Project deliverables will be reviewed for accuracy and completeness prior to submission to the City.

Deliverables:

- Kick-off meeting
- Biweekly meetings
- Monthly invoices and progress reports

### **Task 2: Public Engagement**

The Project will require innovative public engagement with stakeholders in the community. Stakeholders include, but are not limited to, residents, businesses, employees, visitors, and City staff. In addition to general public meetings, special focus group meetings will be held with stakeholders around specific discussion topics, and will include follow-up outreach to those invitees who cannot attend. There will also be a minimum of two (2) pop-up events focused on public education on transportation ideas for the City. A pop-up event could be an interactive booth at the farmer’s market or an interactive demonstration at City Green Live, etc. Innovative methods, such as the use of tactical urbanism or safety audits, should

be used to demonstrate what the transportation network could look like. These methods should be implemented in conjunction with other public events in order to maximize the number of people reached.

The firm selected to perform the consulting services for the Project (“Consultant”) will create communications materials related to public engagement. The materials will include meeting documents and displays. The Consultant will also provide the City with three (3) Project factsheets and content for newsletters, press-releases, and social media. There will also be an online campaign to solicit feedback through online surveys and interactive web applications. The Consultant will also provide content for a City-hosted Project website.

**Deliverables:**

- Up to eight (8) general public meetings
- Minimum of two (2) pop-up events
- Up to six (6) special focus group meetings
- Up to two (2) presentations to Mayor and Council
- All meeting materials, including hard copy of survey
- Communications material, including three (3) fact sheets
- Online survey and interactive web application
- Summary of public input communicated through infographics, charts, and written document

**Task 3: Identify Goals and Performance Measures**

The goals of the transportation plan will serve as the foundation for the City’s transportation planning efforts. The goals will build upon those identified in the City’s Next Ten Plan. The goals will be reassessed and reevaluated and those that are still relevant to the City will be carried over to the Updated Plan. Objectives will be developed to help achieve the goals.

New goals may be considered for inclusion in the Updated Plan based on input from public and stakeholder outreach processes. The Consultant may also recommend goals and objectives for the City and public’s consideration based on national trends and state policies as they specifically relate to Sandy Springs. Performance measures will be developed to track the City’s progress on achieving the Updated Plan’s goals and objectives. These performance measures will be consistent with the adopted state performance measures and performance targets for pavement condition, bridge condition, reliability, congestion, air quality, and safety.

**Deliverables:**

- Summary of process for selecting goals, objectives, performance measures and performance targets
- Spreadsheet of goals, objectives, performance measures, and performance targets

**Task 4: Existing Conditions**

This task will document existing conditions within the City to establish a 2020 baseline for the City’s transportation network. The majority of the data for this task will be available via the City’s open data portal (<https://data-coss.opendata.arcgis.com/>) and within plans on the City’s website. The City will provide other requested data, if available. Data from sources other than the City should be requested from those agencies directly.

Task 4.1: Demographic and Employment Analysis. Provide analysis on the current demographic and employment data of the City and compare to data from the Initial Plan. Include future projections and highlight changes from current demographic and employment patterns.

Task 4.2: Review Recent Plans and Studies. Document policies from recent transportation planning documents by the City and other agencies, like Atlanta Regional Commission (“ARC”). Policies that were not included in the Initial Plan should be highlighted for further review.

Task 4.3: Review Development Code and Technical Manual. As part of the City's Comprehensive Plan update, the City also updated its Development Code, Technical Manual, and made changes to land use policies. The Development Code, Technical Manual and land use policies will be reviewed to determine if they complement existing and potential transportation policies. The Development Code and Technical Manual will also be reviewed for consistency with Georgia Department of Transportation ("GDOT") Standards and industry best practices. The Consultant will identify any inconsistencies within the documents and challenges for implementation.

Task 4.4: Existing Conditions Inventory. The Consultant will map the existing network and document the existing City policies related to the Roadway Network, Asset Management (Pavement and Bridges and their condition), Pedestrian Network, Bicycle Network, Transit Network (include ridership and frequency of service), Freight Network, Traffic Calming Network and Intelligent Transportation Systems Infrastructure Network. The Consultant will also document policies and strategies related to parking management (including on-street parking), transportation demand management, and emerging technology within the City.

Deliverables:

Existing Conditions Report, including maps of existing conditions inventory  
GIS Inventory with existing conditions data

### **Task 5: Technical Assessments**

This task will include a series of quantitative analysis to complement the existing conditions documented. The Consultant will then assess the transportation needs of the City based on this information.

Task 5.1: Citywide Travel Demand Forecasting and Model Update. Identify the existing and future (2050) travel demand and travel patterns for commuters and residents. Provide a breakdown of the mode choice of each user group. As part of this task, the Consultant will develop a citywide travel demand model that builds upon the model used for the North Fulton Comprehensive Transportation Plan, ARC's updated regional model, and the City's current mesoscopic model. The model should reflect any changes to the transportation network in Sandy Springs since development of the models.

Task 5.2: Traffic Operations Evaluation. The Consultant will perform data collection (up to 20 locations with turning movement counts) to determine existing year (2020) and future year (2050) traffic operations conditions in the City. Conditions should be reported in the form of V/C, delay and level of service. The City will identify intersections for analysis. ADT counts from GDOT will be documented from the most recent year available and mapped to visually show congestion levels.

Task 5.3: Safety Evaluation. The City will provide five (5) years of mapped crash data (from GDOT's GEARS database) and corresponding spreadsheet data. The Consultant will analyze the data to show high level trends (including roadway characteristic risk factors). The analysis should have a Vision Zero approach and specifically address bicyclist and pedestrian crashes and crashes resulting in fatality or injury. The results of the analysis should be compared to national and state trends.

Task 5.4: Multimodal Connectivity. Analyze the transportation system for connectivity of each mode (bike, pedestrian, transit, vehicular, other [i.e. motorized scooters]) and determine gaps. Build upon existing conditions information in order to understand what has been considered before. Connectivity should be analyzed in the following ways:

- a. Bicycle and Trail Network Expansion Analysis. Determine where additions to the network would be most efficient and bring the most value to the City and the network users. The analysis should include new connections to trails in other cities, specifically in the Chattahoochee River area. It should also propose low stress parallel routes to connect the network. Bike amenities should be discussed. Identify where it would be

safe for personal transportation devices such as electric scooters or electric skateboards, to use these facilities.

- b. Vehicular Network Analysis. Analyze the vehicular network to determine where the network could be extended to provide additional connections through a more robust grid network or adding critical links that create alternative routes to enhance public safety.
- c. Transit Network Analysis. Determine where new or improved transit service could most efficiently improve the network. Shuttles that serve the Perimeter area and seniors should be considered as part of the transit network. The analysis should study demand, transit patterns, future demand, future projects, and transit amenities. The analysis should also evaluate how apps (such as VIA goMobile and Transloc) and TNCs could facilitate transit access and increase ridership.
- d. Development of “20 minute” Neighborhoods. Identify methods to increase connectivity within City identified activity nodes so that residents can reach places and services within a 20 minute walk.

Task 5.5: Performance Measures Screening. The screening will use adopted GDOT Performance Measures and Performance Targets to compare the City’s performance with the State as well as peer cities that use the performance measures.

Task 5.6: Summarize the City’s transportation needs. The Consultant will assess the existing conditions and quantitative analysis results to determine what is needed for the City to meet its goals and objectives for this plan. These needs should be classified by mode, when applicable.

Deliverables:

- Methodology Report for Quantitative Analysis
- Needs Assessment Report
- Maps of Analysis Results

## **Task 6: Comprehensive Plan**

Public engagement, goals and performance measures, existing conditions, and needs assessment should be compiled into the Updated Plan. The Updated Plan will also build off the needs assessment and identify strategies, policies, and projects to be implemented over the next thirty (30) years.

Task 6.1: Recommended Strategies and Policies. Review transportation policy recommendations identified in the Initial Plan, the North Fulton Comprehensive Transportation Plan, and other recent planning documents. Carry over any policies still relevant to the City that have not been formalized into the City Code. The recommended strategies and policies should also include new strategies and policies identified based on the needs assessment and community input. The strategies and policies should be forward thinking and consider how to prepare for and capitalize on emerging technologies.

Task 6.2: Recommended Projects. Review Project recommendations identified in the Initial Plan, the North Fulton Comprehensive Transportation Plan, and other recent planning documents. Determine if there are any projects that have not been programmed or constructed and if so, whether these projects still meet the City’s transportation goals and should carry over to the Updated Plan. The project list should also include projects that address unmet needs identified in Task 5. The project list will state the need/purpose of each project and describe what would happen if the project were not completed. Performance and selection criteria will be developed to prioritize the project list. Return on investment should be identified. The resulting list will be mapped in GIS.

Projects should be designed with a holistic approach for improving the City level transportation system and should consider how they complement or conflict with other projects to ensure a consistent, feasible vision. Projects should work together at a City scale, as well at a neighborhood level. Compatibility is especially important for projects located within specific nodes in the City:

- a. Roswell Road Nodes (North End, City Springs, and Prado/I-285)
- b. Powers Ferry Village
- c. Perimeter Center
- d. Medical Center

Task 6.3: Implementation Plan. As part of the implementation plan, the Consultant will develop planning level cost estimates for each of the identified projects. Depending on the level of priority, a project may be categorized as a capital improvement project (constrained by the budget) or a long range project (unconstrained by budget). The plan will also identify any barriers to or opportunities that would facilitate implementing the plan. Project fact sheets will be developed for each project planned for a five (5) year horizon. Fact sheets will document project need/purpose, project description and location, implementation factors, and future outcome if not implemented.

Deliverables:

- Prioritization methodology
- Map of projects
- Implementation Plan
- Standalone executive summary
- Project fact sheets (included as appendix to plan)

*The final Updated Plan will document all of the work described above. This Consultant will provide two (2) hard copies and an electronic version of this document. All final data will also be provided to the City.*

### SECTION 3: SUBMITTAL OF PROPOSAL

Proposals shall be submitted through the Bonfire portal at <https://sandysprings.bonfirehub.com/projects/view/17560> no later than 2:00 PM EST on September 26, 2019.

A Proposal received after this date and time or at any other location will not be accepted or considered. The City is not responsible for delays caused for any reason. It is the sole responsibility of the Offeror to submit its Proposal before the required deadline. Hard copy, electronic and facsimile submittals **will not** be accepted.

### SECTION 4: CONTENTS OF PROPOSAL, EVALUATION CRITERIA AND SELECTION PROCESS

#### GENERAL INFORMATION

The RFP and Proposals will enable the City to gather additional information and identify qualified firms to perform the services described in the Scope of Work (Section 2) and specifications. The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received. An evaluation committee ("Evaluation Committee") will be established by the City to evaluate Proposals. The City reserves the right, among others, to determine that no qualified Proposals have been received and reject all Proposals.

#### A. CONTENTS OF PROPOSAL

A Proposal shall contain two (2) components: Technical Proposal and Cost Proposal containing the information described below. It is not necessary or desirable to prepare an elaborate or extensive Proposal for this Project; detailed brochures, documentation, artwork, or other superfluous embellishments are unnecessary and are, in fact, discouraged. The Proposal shall include the following (there is no page limit if not indicated below):

1. Technical Proposal should include:
  - a. Firm overview (one (1) page)
  - b. Description of firm's understanding and methodology to accomplish the Project based on the stated scope of services and deliverables. The overall approach should include any tools or methodologies that are needed to complete the proposed Project on time and within scope and budget (five (5) to seven (7) pages)
  - c. Provide a detailed schedule and work plans that describe the tasks required to accomplish the Project (three (3) pages)
  - d. Describe the Project team and the team members' roles for the Project (two (2) pages). Names and resumes of proposed team members should be included in an appendix.
  - e. Examples of three (3) to five (5) projects similar in type, scope and size as the Project described in this RFP that the firm and/or team members have worked on in the past five (5) years. Provide client reference contact information (one (1) page for each similar project). Client reference contact information shall include agency name and address, contact name, contact phone number and contact email address.
2. Cost Proposal. The Cost Proposal should contain a competitive and innovative pricing sheet that incorporates all direct and indirect costs associated with the Project. The Cost Proposal shall be sealed in a separate submittal.

## **B. EVALUATION CRITERIA**

Proposals will be scored and ranked based upon how well the Offeror demonstrates its knowledge and understanding of the evaluation criteria for the Technical Proposal described herein. The City reserves the right to short list and conduct interviews should the need arise to complete the selection process.

The Technical Proposal evaluation criteria will consist of the following: Project Understanding/Methodology; Schedule/Scope of Work; Project Personnel; and Similar Experience. The score of the Proposal totals a possible maximum of ninety five (95) points. The required elements of discussion for the five (5) evaluation criteria and the possible maximum individual scores are:

Cost Proposals will be evaluated for technically qualified proposers after the technical evaluation is completed. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available (*5 points*).

TECHNICAL PROPOSAL CRITERIA	DESCRIPTION	POINTS
Project Understanding/ Methodology	Description of the Offeror’s understanding of the proposed Project as outlined in the RFP and the Offeror’s demonstration of understanding of the magnitude of the SOW and the desired outcomes for the Project. The overall approach should include any tools or methodologies that are needed to complete the proposed Project on time and within scope and budget.	35% 35 points possible
Schedule/ Scope of Work	Include a schedule and work plan in sufficient detail to determine how each task shall be accomplished. The work plan should describe how the Offeror proposes to complete the Project, shall be sufficiently detailed to highlight the effectiveness of the Proposal and should spell out how this work can be performed in a cost-effective manner. A schedule for timely completion of the SOW shall be included. Information should be provided on the amount of time for each task.	20% 20 points possible
Project Personnel	Provide information on personnel to be assigned to this Project for the Offeror as well as the key personnel of any sub-contractors. Personnel should have experience in a variety of fields necessary to complete the requirements of the Project.	20% 20 points possible
Similar Experience	Demonstrate that the firm(s) and personnel have experience and expertise with the subject matter and have demonstrated performance of work that is similar in type and scope to the Project. The Offeror shall submit a minimum of three (3) projects of similar scope completed in the last five (5) years. Include project description, location, cost, status, and client contact information. The projects should reflect the firms’ experience delivering the design process from concept development to final completed construction plans for multimodal corridors.	20% 20 points possible
Cost Proposal	A cost Proposal shall demonstrate competitive and innovative pricing sheet that incorporates all direct and indirect cost associated with the project The cost Proposal shall be sealed in a separate envelope	5% 5 points possible
<b>TOTAL POINTS POSSIBLE</b>		<b>100%</b>

**C. SELECTION PROCESS**

1. Interviews

At the City’s discretion, selected Offerors may be interviewed as a part of Proposal evaluation based upon the criteria set out in the RFP, and other qualities demonstrated by the Offeror to differentiate itself from other Offerors and Proposals, such as unique qualities, methodologies, or approaches. Selected Offerors may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

2. Additional Information

Any information received by the Evaluation Committee subsequent to submittal of the Offeror’s Proposal will be used to further evaluate the short-listed Offerors to determine a rank-order. The Evaluation Committee will make a recommendation for award, but Mayor and City Council shall have final approval of any award resulting from this solicitation.

3. Financial Information

Information regarding the firm's financial history and stability may be required. Upon request, the Offeror shall submit the most recent two (2) years of audited financial statements.

#### 4. Negotiation and Best and Final Offer

- a. If the City deems it is in its best interest to retain the services of one (1) or more Offerors, the City reserves the right to negotiate a revised scope and or fees. Negotiations will encompass all phases of work, including but not limited to, any other items the City deems appropriate.
- b. If negotiations are successful, the City and the highest-ranking Offeror will enter into a contract to perform the services outlined in this RFP. If an acceptable agreement cannot be reached between the City and the highest-ranking Offeror, the City may choose to negotiate with other Offeror(s).
- c. Qualified firms submitting Proposals may be required to submit financial statements for a minimum of two (2) recording periods prior to contract award.
- d. Separate meetings with more than one (1) Offeror may be conducted during the same timeframe; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.
- e. Offerors submitting Proposals should be aware that the Evaluation Committee has sole discretion to determine what constitutes the "best qualified offer" for the City. Consequently, Offerors are urged to submit best possible terms in their original submittal.
- f. The City reserves the right to request a best and final offer from top ranking Offerors. A best and final offer is an Offeror's response to the City's request for the last and most attractive bid to secure a contract for the Project.

### SECTION 5: PRE-SUBMITTAL INQUIRIES

All questions, comments or requests for clarification shall be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/17560> or directed to [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov). The Offeror shall clearly reference the section and page numbers of the RFP which are applicable to the question(s) or comment(s) submitted.

Note: Oral questions will not be accepted due to the possibility of misunderstanding or misinterpretation.

Questions are due no later than **September 17, 2019, 5:00 PM EST** to allow for analysis and dissemination of the City's responses in advance of the Proposal due date. Questions received after this date and time may not be answered.

Questions and clarifications will be answered in the form of an addendum to this RFP. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at: <https://sandysprings.bonfirehub.com/projects/view/17560>. It is the Offeror's responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.

### SECTION 6: COMMUNICATIONS

The principal point of contact for this solicitation is the Procurement Officer. The Procurement Officer can be reached via email at [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov). Until a Consultant is selected and the selection is announced regarding the procurement, elected officials, Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this procurement are not allowed to communicate regarding the

procurement for any reason with any potential or interested contractors, vendors, City staff, or contracted personnel except through the City's Procurement Officer or designated successor.

For violation of this restriction, the City reserves the right to reject the Proposal of any potential or interested contractor or vendor who knowingly participates in such violation. Any City staff or elected officials who violate this restriction acknowledge such conduct may result in an ethics violation pursuant to the City's ethics ordinance and/or disqualification from further participation in, or briefing on, the procurement. All communications concerning this procurement shall be directed to the Procurement Officer named in this solicitation.

#### **SECTION 7: SCHEDULE OF EVENTS\***

<b>EVENT</b>	<b>DATE</b>
RFP Released	August 28, 2019
Pre-Proposal Conference	September 13, 2019
Deadline for Receipt of Inquiries	September 17, 2019
Deadline for Posting Written Answers to Inquiries	September 20, 2019
Proposal Due Date	September 26, 2019
Proposal Evaluations Completed	October 7, 2019
Presentations/Interviews	October 24, 2019
Final Selection	November 2019

\*This proposed schedule of events is informational and is subject to change at the discretion of the City.

#### **SECTION 8: TERMS AND CONDITIONS**

All Proposals and supporting materials as well as correspondence relating to this solicitation become property of the City when received. Any proprietary information contained in the Proposal shall be so indicated; however, a general indication that the entire contents, or a major portion, of the Proposal is proprietary will not be honored. The following terms and conditions shall also apply:

1. All applicable Federal and State of Georgia laws and City ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.
2. Professionals requiring special licenses shall be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
3. No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
4. The City shall be able to request of an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the contract.
5. From the date this RFP is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this solicitation, except at the direction of Charise Glass, Procurement Officer in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Charise Glass, Procurement Officer  
City of Sandy Springs

1 Galambos Way  
Sandy Springs, Georgia 30328  
Email: [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov)

6. While the City has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:
  - a. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request if unopened;
  - b. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;
  - c. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Proposal;
  - d. Make partial award or no award if it is in the best interest of the City to do so; and
  - e. Terminate any contract if the City determines adequate funds are not available.

**ATTACHMENT A:**

**Sample Model Contract**



**SANDY SPRINGS™**  
**GEORGIA**

This Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (“Contractor”) located at \_\_\_\_\_ and the City of Sandy Springs, Georgia (“Sandy Springs”).

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing transportation master planning services; and

**WHEREAS**, Sandy Springs has a need to acquire the services described in the Scope of Work attached hereto as Exhibit A (“Services”); and

**WHEREAS**, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

**WHEREAS**, Sandy Springs wishes to acquire the Services from Contractor;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the project manager or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation**

a. **Fee**. As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit C attached hereto and incorporated herein by this reference.

b. **Manner of Payment**. Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

### 3. **Relationship of Parties**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

### 4. **Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect until the completion of the work stated in Exhibit A, Scope of Work and/or Exhibit B, Contractor's Proposal. The term of the Agreement will be contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Agreement will terminate at the close of the Project.

### 5. **Termination**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

### 6. **Termination of Services and Return of Property**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as

defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit D, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit E, in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit F, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit G, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in Exhibit I, Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest**

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of

performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise due to the Contractor's negligent performance of the Services or Contractor's breach of its responsibilities under this Agreement. Insurance requirements are attached hereto as Exhibit H and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

12. **Assignment**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. **Notices**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to Sandy Springs:**

John McDonough, City Manager  
1 Galambos Way  
Sandy Springs, Georgia 30328

**With copies to:**

Dan Lee, City Attorney  
1 Galambos Way  
Sandy Springs, Georgia 30328

**If to Contractor:**

\_\_\_\_\_  
Contractor Contact, Title

**With copies to:**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

14. **Governing Law and Consent to Jurisdiction**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

15. **Waiver of Breach**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days' written notice to Sandy Springs of the claim and the intent to initiate a civil action.

17. **Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

18. **Entire Agreement**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

19. **Headings**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

20. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

21. **Copyright, Trademark and Patent Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

(SEAL)

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
**CONTRACTOR NAME**

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

Name:

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

ATTEST:

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

Secretary

(SEAL)

\_\_\_\_\_  
Witness

This Agreement to be executed in one (1) original.

## **EXHIBITS**

<b>EXHIBIT A</b>	Scope of Work
<b>EXHIBIT B</b>	Contractor Proposal
<b>EXHIBIT C</b>	Fee Schedule
<b>EXHIBIT D</b>	Certification of Contractor - Georgia Security and Immigration Compliance Act
<b>EXHIBIT E</b>	Certification of Sponsor Drug-Free Workplace
<b>EXHIBIT F</b>	Affidavit Verifying Status for City Public Benefit Application
<b>EXHIBIT G</b>	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
<b>EXHIBIT H</b>	Insurance Requirements
<b>EXHIBIT I</b>	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
**CONTRACTOR PROPOSAL**

**EXHIBIT C**  
**FEE SCHEDULE**

**EXHIBIT D**

**CERTIFICATION OF CONTRACTOR  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor’s compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

- \_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- \_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- \_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

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

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

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

**EXHIBIT E**

**CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

(1) The provisions of Section 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; and

(2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

\_\_\_\_\_  
Signature

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

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

**EXHIBIT F**

**AFFIDAVIT VERIFYING STATUS  
FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for \_\_\_\_\_ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. \_\_\_\_\_ I am a United States citizen

**OR**

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

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

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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

\*Alien Registration number for non-citizens: \_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

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

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

\_\_\_\_\_

**EXHIBIT G**

**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 the City of Sandy Springs 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 Identification Number

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

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

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

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

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

Executed on \_\_\_\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

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

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

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

## EXHIBIT H

### INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

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

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

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

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

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

7. **Fidelity Bond (Employee Dishonesty)** in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly

advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- a. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- b. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- c. Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

City of Sandy Springs  
1 Galambos Way  
Sandy Springs, Georgia 30328

## EXHIBIT I

### NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.