



City of Stonecrest

Department of Purchasing and Contracting

May 3, 2019

REQUEST FOR PROPOSAL (RFP) NO. 2019-014

FOR

TRANSPORTATION MASTER PLAN

Sealed Proposals will be received up to 3:30 p.m. local time (as per the Department time clock) on Tuesday, June 4, 2019. Proposal must be time stamped by City of Stonecrest in the manner described herein in order to be timely.

Questions regarding the RFP process should be directed in writing to the Procurement Specialist via facsimile at or via email at procurement@stonesrestga.gov. **Only questions received prior to 4:00 p.m. on Thursday, May 16, 2019 will be considered.**

Procurement Specialist: Shakerah Hall

Phone: 770.224.0179

Email: procurement@stonecrestga.gov

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I. INTRODUCTION, BACKGROUND, AND RFP PROCESS

Introduction

The City of Stonecrest is accepting proposals for qualified professional service providers to develop a **Transportation Master Plan (TMP)**. Proposals will be considered from **any GDOT pre-qualified, professional firm with experience and success in developing and preparing a Transportation Master Plan for local government**. Consultants must be GDOT pre-qualified in the following categories: 1.02 (Urban Area & Regional Transportation Planning), 1.10 (Traffic Studies), and 3.06 (Traffic Operations Studies).

Background

Addressing the transportation issues facing the City of Stonecrest will require a multi-faceted approach including a proactive community involvement from a wide range of public interest groups along with the proper mix of technical analysis and policy discussion. The City's overall transportation issues are a product of its location within the region with significant east-west through transportation movement on South Stone Mountain-Lithonia Road, Covington Highway (US 278), Interstate 20, Browns Mill Road (SR 212), and Rock Springs Road; and north-south through transportation movement on regional arterial facilities such as Snapfinger Road (SR 155), Panola Road, Evans Mill Road, Klondike Road, Lithonia Industrial Blvd, and Turner Hill Road/Rock Chapel Road (SR 124).

In addition to serving regional travel, these same facilities serve as the major travel routes for trips traveling within the City. There is a lack of significant network and connectivity thus causing local and regional trips to travel on the same roadways. Other facets of the transportation system including transit, pedestrian and bicycles, and PATH trails are also key elements of the overall transportation system that must be examined and evaluated at a community level scale. Other features of the transportation system must be examined on a more detailed basis. Major transportation corridors, individual intersections, school zones, pedestrian and access management issues require a more detailed level of analysis and evaluation. It is important that this more detailed analysis be fully integrated with the overall community level of analysis to provide a comprehensive assessment of the City's transportation system.

Request for Proposal Process

This solicitation is a Request for Proposal (RFP). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a "best value" solution to our requirement. The proposal(s) submitted by the Offeror will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Essentially, if an Offeror's proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be dropped from the competitive range to save time and money for both the Contractor and City of Stonecrest.

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The top 3 Offerors in the “competitive range” will be notified and given an opportunity, to hold **discussions and /or demonstrations**. At the end of discussions and /or demonstrations the evaluation committee will select the proposal that presents the best value to the City of Stonecrest. This selection will then be presented to the City Council for approval. If approved by the Council and other matters (insurance, bonds, etc.) have been provided in accordance with this solicitation, a contract will be awarded.

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II. SCOPE OF WORK

The following Supplemental Scope shall be developed in conjunction with the City of Stonecrest's Comprehensive Plan process and shall enhance the Comprehensive Plan's Transportation Element scope of work by providing greater in-depth research, reviews, and analysis, and provide transportation improvement recommendations. The Transportation Master Plan (TMP) shall be a full complement to the Comprehensive Plan in terms of breath of review, involvement of the public, data collection and detailed analyzes, coordinated recommendations, and prioritized implementation strategies.

Task 1 –Transportation Needs Assessment

Data Compilation

This task will encompass the compilation of data necessary to perform the analysis and evaluation of the current and future transportation system and identify the current and future needs. This process will include the preparation of a transportation system database to support the development of the technical analysis tool, including:

- ARC travel demand model (base year of 2018 and future year 2040).
- Traffic Count data (24-hour counts and turning movement counts at major intersections).
- Waze Traffic Information (develop and leverage Waze Connected Citizens Program)
- Accident Data from the past 5 years utilizing GDOT's GEARS (Georgia Electronic Accident Reporting System)
- Transit Routes within the City of Stonecrest and neighboring areas
- Roadway functionality: traffic flow, access points, safety, capacity, congestion, trip loads, traffic demand management and signal synchronization;
- Pedestrian and bicycle facilities
- School zones
- Socio-economic data
- Current transportation funding sources and levels. This review should include a summary of previous reimbursement funding that DeKalb County has received over the last 10 years for projects within the City as well as approved SPLOST funding.

The consultant will make recommendations on supplemental data that is needed to ensure the team's understanding of the physical conditions, traffic volumes and

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traffic flow patterns versus roadway capacity to present in the City facilitate analyses of potential Hot Spot locations.

Review of Existing Plans

This task will include the review and evaluate DeKalb County's existing Transportation Master Plan's goals, objectives, policies and Short Term Work Program (STWP), as well as any other related regional and state-wide transportation plans with regards to future economic development and land use. Identify areas of conflict and concurrence, positive and negative impacts on the City's transportation goals, economic growth, and future mobility. Analyze the City's existing land use patterns and recommend improvements that will enhance inter-city mobility.

- Current plans:
 - City of Stonecrest 2038 Comprehensive Plan
 - DeKalb County Parks and Recreation Plan
 - Stonecrest Overlay Ordinance
 - Stonecrest 2013 LCI Study
 - City of Stonecrest Development Ordinance
 - DeKalb County 2035 Comprehensive Plan
 - DeKalb County Transportation Master Plan
 - DeKalb County Transit Master Plan
 - ARC Transportation Improvement Program (TIP)
 - ARC Regional Transportation Plan (RTP)
 - MARTA CONNECT GA400
 - GDOT 2040 Statewide Transportation Plan / 2015 Statewide Transportation Plan
 - Bridge Replacement Program including GDOT Bridge Inspection Report and Loading Rating Analysis
 - Roadway Inventory
 - Capital Improvement Projects currently underway
 - City of Stonecrest and DeKalb County Functional Classification Map

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Modeling of existing system

The consultant will assess the following existing transportation system: roadways, bridges, transit, pedestrian, bicycle. The consultant will also review the existing transportation/land use regulations and assessment management. The consultant should make recommendations on evaluation criteria that will be used in the assessment of the existing and future transportation system and the identification of the deficiencies. Examples of these evaluation criteria may include:

- Vehicle miles of travel at Level of Service E or worse
- Vehicle hours of delay
- Travel time to major activity centers within the City
- Percent of transit usage
- Percent of non-motorized trips
- Percent of system mileage operating over capacity
- Vehicle hours of delay per vehicle mile of travel.

Once the criteria have been established with the City, the existing transportation system will be evaluated, and deficiencies highlighted. This evaluation will serve as a benchmark for the evaluation of future transportation system improvements.

An operational model for the City will be developed using the microsimulation modeling software VISSIM and Synchro. The purpose of this model will be to examine the detailed operational aspects of the transportation system that cannot be addressed with the travel demand model. This model will facilitate the examination of the impacts of the operational improvements such as intersection improvements (turn lanes, traffic signalization, signal timing coordination, and ITS strategies). This model will be used for any necessary corridor or subarea studies and evaluations.

Perform an origin and destination study to establish the number of trips originating in and outside of Stonecrest. Waze Data should be used as a calibration check of the travel demand model. The consultant should recommend a number of zones to allow for understanding of trips that use major corridors to access each of the other zones. The deliverable will be a trip matrix by major corridor showing these travel behaviors.

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Task 2 – Public Involvement

Develop a Public Participation Plan (PPP). Consultant to create and manage an interactive and continuous public participation process that includes establishing a Stakeholder Group, touching the citizens that reside in the city across the 5 council districts within Stonecrest, holding multiple meetings and interviews with multiple interest groups, using multiple communication methods and ways to ensure the greatest public outreach and participation possible including the use of social media venues, coordinating meetings with neighboring municipalities, counties and ARC transportation staffs, as well as City elected officials and City staff. The consultant will participate in all Comprehensive Plan public participation efforts.

Task 3 –Transportation Recommendation

Modeling of future system

The consultant will assess the future transportation system: roadways, bridges, transit, pedestrian, bicycle. The consultant will also review the proposed changes to transportation/land use regulations and assessment management from the Comprehensive Plan. The consultant will provide assessment of the future system based on previously established criteria to help with the identification of the deficiencies and improvements. Examples of these evaluation criteria may include:

- Vehicle miles of travel at Level of Service E or worse
- Vehicle hours of delay
- Travel time to major activity centers within the City
- Percent of transit usage
- Percent of non-motorized trips
- Percent of system mileage operating over capacity
- Vehicle hours of delay per vehicle mile of travel.

Examine travel demand forecasts and prepare performance-based standards and recommendations. Performance measures to include but not be limited to: system-wide vehicle miles of travel, transportation mode split, average travel time between selected origins and destinations, and completeness and continuity of the pedestrian and multi-trail network.

The modeled results will be used to prepare a phased improvement program in five-year increments. The model network will be adjusted to reflect any planned improvements and test potential additional projects. Use of the ARC model and its

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associated socioeconomic data is important to maintain linkage to the Atlanta Region's Air Quality Conformity Determination. The City's parallel Comprehensive Land Use plan update process will provide modifications to this data that will ultimately feed into the future transportation network.

Recommend a STWP future infrastructure improvements plan and impacts on travel times;

Recommend criteria to prioritize all transportation improvements such as impact to reductions in travel time, relief from traffic congestion, and inter-city mobility.

Recommendation for Transportation Program

This task will focus on the main development of the Transportation Master Plan which will identify policies, programs, strategies, projects, schedules, responsibilities, cost and funding sources needed to assure that the transportation system adequately serves the travel needs in the short (5 years), intermediate (10 years) and long-range timeframes.

Transportation Programs to include:

- Bridge Replacement Program
- Storm Drain Maintenance Program
- Resurfacing Program using the Stonecrest Road Maintenance Plan from Digital Laser Analysis
- Sidewalk/Trail Program- The existing pedestrian and bicycle facilities should also be evaluated based on criteria recommended from the consultant such as overall connectivity and service to activity areas such as parks, schools, libraries, religious facilities, existing PATH trail assets, and other public service areas. Review the City's pedestrian and bicycle safety, including but not limited to street and sidewalk lighting, traffic crossings, inter-parcel mobility.
- Analysis of existing mid-block pedestrian crossings and recommendations for future safety and accessibility improvements.
- Neighborhood Traffic Management Program
- ADA strategies
- School related transportation issues
- Freight movement
- Transportation Demand Management Strategies
- Traffic Operations solutions for congested corridors

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- Design strategies for two-lane arterials and collectors
- Capacity improvement strategies
- Major thoroughfare plans
- ITS Program / Master Plan
- Incident Response Plan
- Access management strategies
- Walkable communities
- Functional Classification
- City of Stonecrest Development Standards
- Recommend a funding strategy based on Federal, State and local funding sources.

Traffic congestion at key intersections is a critical issue for overall operation of the roadway network. The intersection of two major roads can form the constriction point, limiting the overall capacity of the entire road. In order to address these key areas, additional focused traffic analyses will be performed on these Hot Spots. Using the GDOT Intersection Control Analysis (ICE) Policy, evaluate at least five (5) of these intersections. Provide conceptual designs and recommendations for improvements.

Create a guide to multi-modal transportation decision-making.

Based on the City's Draft Comprehensive Plan and the City's transportation goals, develop a comprehensive list of TMP multi-modal transportation implementation recommendations.

Examine the movement of freight through the City of Stonecrest. Truck traffic concentration or circulation of trucks in congested areas can increase overall delays, as trucks have slower acceleration capabilities and require more room to maneuver and stop.

Examine current and proposed public transit systems and plans and develop multi-modal transportation options that will enhance mobility, both within the City and through the City, that could be implemented within 5-, 10- and 20- year timeframes. The consultant should recommend a financial constraint for each list based on available funding from all sources.

The consultant is encouraged to consider creative and innovative transportation solutions throughout the process. State of the art concepts such as autonomous vehicles, intersection designs, and traffic/transportation innovations should be considered.

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Develop a 5- and 10-year prioritized **SPLOST Project List** using the following guidelines:

- Prioritize SPLOST Initiatives List into Tier 1 and Tier 2 Projects
- Identify and force-rank the top projects from each Category (Resurfacing, Transportation Improvements, and Multi-modal Improvements) by integrating the **Stonecrest Road Maintenance Plan** and using projected SPLOST funding and other identified sources
- Develop Gantt Chart for Project Schedule/Sequencing

Develop estimated capital, operating, and maintenance costs for all recommended infrastructure and service improvements and recommend potential funding sources.

Development of Transportation Element

The linkage between transportation and land use is key to providing an effective mobility, projected traffic and potential infrastructure modifications. The consultant will provide a written TMP that addresses and mitigates the City's and the region's future land and economic development impacts for the next 20-year term include transportation analyzes of future activity node redevelopment into villages, the development of a town center with entertainment and meeting facilities, the development of several large-scale activity centers, and active City parks. The TMP will include recommendations to modify, add, or remove City regulations, codes, ordinances, standards, practices and policies that will enable better implementation of city-wide multi-modal mobility.

Provide in the TMP documentation of the planning, public participation and evaluation process. Include all community involvement methods and levels of participation, technical analyses, databases, reference documents and reports

Provide in the TMP graphic material and maps depicting TMP recommendations and desired performance outcomes.

Provide overview of potential changes in the transportation network and vehicles such as changes in technology / autonomous cars.

Coordination

Integrate and coordinate the city's new Transportation Master Plan (TMP) with the City's Draft Comprehensive Plan.

Integrate and coordinate the city's new TMP with the Metro-Atlanta Regional and DeKalb County transportation/transit plans.

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Deliverables

Provide the final version of Stonecrest's Transportation Master Plan document in digital format, including 15 colored, bound and tabbed presentation binders.

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III. PROPOSAL REQUIREMENTS

1. Request for Proposal Submission Requirements

Delivery shall include six (6) sealed proposals (one (1) original, five (5) copies) and one (1) USB flash drive to the office of the Purchasing and Contracting Department, City of Stonecrest, 3120 Stonecrest Blvd, Stonecrest, Georgia 30038. Delivery of proposals shall be submitted via hand delivery or commercial carrier (i.e. U.S. Postal Service, UPS, FedEx, etc.) only.

Proposals should be submitted in a sealed envelope and clearly marked REQUEST FOR PROPOSALS NO. 2019-014. The envelope must be complete with the bidding company's name, bid title, bid number and bid date. The person signing the bid form must initial any changes or corrections made to this proposal using blue ink. No proposal may be withdrawn or modified in any way after the bid opening deadline. The City assumes no responsibility for proposals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If proposals are delivered other than by hand delivery, it is recommended that the proposer verify delivery. Any proposal received after the specified time and date will not be considered and will be returned unopened to the Offeror.

Proposals that are received after the deadline or to other locations will not be accepted.

2. Preparation of Proposals

- a. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the bidder's responsibility to check the City's website (www.stonecrestga.gov) for any/all addendum(s).** Answer(s) to all questions will be given after the deadline for questions has expired, and posted on the City's website, if applicable, within the specified timeline herein.
- b. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations of specifications shall be made upon the basis of this statement.
- c. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The proposal must be signed by an official authorized to bind the offeror.

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- d. The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.
- e. The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- f. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the proposal.

3. Category of Award

The following bid shall be awarded to one “responsive” bidder on a total lump sum price basis. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.

4. City of Stonecrest Non-Discrimination

The City does not discriminate on the basis of race, age, sex, national origin, religion or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

5. Business Enterprises

The City strongly encourages Small Business firms to participate in this RFP.

6. Permits, Taxes, Licenses, Bonds, Ordinances, and Agreements

All Corporations should provide corporate seal, a copy of the Secretary of State’s Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.

7. Insurance

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

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- a. Statutory Workers' Compensation Insurance
 - a. Employers Liability:
 - Bodily Injury by Accident - \$1,000,000 each accident
 - Bodily Injury by Disease - \$1,000,000 policy limit
 - Bodily Injury by Disease - \$1,000,000 each employee
- b. Comprehensive General Liability Insurance
 - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
 - b. Blanket Contractual Liability
 - c. Blanket "X", "C", and "U"
 - d. Products/Completed Operations Insurance
 - e. Broad Form Property Damage
 - f. Personal Injury Coverage
- c. Automobile Liability
 - a. \$ 500,000 limit of liability
 - b. Comprehensive form covering all owned, non-owned and hired vehicles
- d. Umbrella Liability Insurance
 - a. \$1,000,000 limit of liability
 - b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
- e. The City of Stonecrest, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Stonecrest and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

A copy of the City's standard contract is attached as an exhibit to this RFP. Once the RFP is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.

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IV. RFP PROCESS

To be considered responsive to this RFP and to facilitate evaluations, proposals should be organized in the order of the outline given below and include the following information.

Please include a title on each page of your proposal and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Technical Capabilities
4. Approach
5. Business Stability

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- a. Company's information including name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- b. Company's mailing address, contact person, telephone number for primary contact person, and email address.
- c. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary of not more than two (2) pages stating the firm's interest and proposed commitment to the City of Stonecrest projects and initiatives shall precede the specific required sections.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

- A. Project Personnel (15 Points)** - Successful proposals will provide information on all personnel to be assigned to this project. Personnel should have experience with similar projects and have the requisite background necessary to complete the proposed scope of work.

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- B. Project Experience (15 Points)** - Successful proposals will have experience completing similar projects which should be demonstrated by providing case studies (of no more than two (2) pages a piece) describing three (3) projects that best match the scope and desired outcomes for this project. Each case study should highlight any similarities to the proposed Stonecrest project. For each case study, a reference and contact information should be provided. Be prepared to provide samples of the comparative work during the proposal review process.
- C. Project Understanding & Approach (40 Points)** - Successful proposals will demonstrate an understanding of (a) the magnitude of the task, (b) the effects of anticipated project constraints, (c) the expectation of high-quality deliverables, and (d) the desired outcomes for the project.
- D. Cost Proposal (30 Points)** - The detailed cost proposal should be based on the personnel, the tasks and the deliverables described in the Transportation Master Plan Scope of Work (SoW). Cost proposals will be ranked and scored from highest to lowest submitted cost.

Scoring Criteria

| Section 3 | FACTOR | POINTS |
|------------------|---|---------------|
| <i>A</i> | <i>Project Personnel</i> | <i>15</i> |
| <i>B</i> | <i>Project Experience</i> | <i>15</i> |
| <i>C</i> | <i>Project Understanding & Approach</i> | <i>40</i> |
| <i>D</i> | <i>Cost Proposal</i> | <i>30</i> |
| TOTAL | | 100 |

The preliminary funding award resulting from this part of the Request for Proposal shall be determined by analysis of, but not necessarily limited to, the factors shown below. Points will be designated for each factor with a maximum score of 100 points.

Other Considerations

1. All materials submitted in response to this RFP become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the RFP, and selection or rejection of the proposal does not affect this right.
2. After the initial review of proposals, the City may invite representatives of firms responding to this RFP to discuss the proposal with key personnel who would be engaged in the provision of services. Such interviews will be conducted for fact finding and explanation purposes and will not include negotiation. The City will not be liable for expenses incurred for any such interview.

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3. Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
4. The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
5. The successful responder will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this RFP will survive the expiration or termination of the contract.
6. During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the RFP; and to issue a new RFP.

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V. TIMELINE FOR RFP

The proposal shall follow the below time period:

| | |
|-------------------------------|---|
| Friday, May 3, 2019 | Release of RFP |
| Thursday, May 16, 2019 | Deadline for Questions at 4:00 p.m. |
| Wednesday, 22, 2019 | Responses to Questions Posted on City’s Website |
| Tuesday, June 4, 2019 | Submission of Proposal Due by 3:30 p.m. |

Award of Contract

The Purchasing Department will open the Proposals and prepare a register of those Responders submitting proposals. All proposals shall remain firm for forty-five (45) calendar days after the Proposal opening.

Before awarding the RFP, the City may request additional information from Responders. The City reserves the right to reject any and all Proposals if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

The RFP contract will not necessarily be awarded to the Responder submitting the Proposal that receives the highest rankings or submits the highest financial proposal. The City will award the contract to only one responsive and responsible Responder submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP Requirements, program goals and objectives, benefits to the community, and overall costs to the City.

The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

Proposals Rejections

The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

Proposals will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest;
- Is delinquent in the payment of a loan(s) with the City;
- Has had property acquired through foreclosure or a judgment within the past ten (10) years;
- Has outstanding judgments or debts owed to the City;
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

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Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

Disclaimer/Reservation of Rights

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the developers submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all proposals when required to do so by applicable law.

Due Diligence

The Responder shall be responsible for conducting due diligence in responding to this RFP. If, after the RFP is issued but prior to the receipt of Proposals, the RFP must be amended or clarified, the purchasing agent may issue an Addendum.

Should you have any questions, contact Shakerah Hall, Purchasing Specialist, at (770) 224-0179 or procurement@stonecrestga.gov.

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CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle 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: _____

Date: _____ Signature: _____

Title: _____

REQUEST FOR PROPOSAL APPLICATION

This form must be completed by Responders of this RFP. Attach additional information as needed or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Applicant Name _____

Applicant Address _____

Applicant Phone _____ Email _____

The _____ (that will be responsible for management of the contract associated with this RFP) is a Legal Entity:

- Individual(s) If multiple, identify
- Corporation
- LLC
- Joint Tenants
- Tenants in Common
- Partnership
- Other (Identify Other) _____

If not a Georgia corporation/partnership, state where organized: _____

(Attach current corporation documentation.)

Management TEAM

Other Members _____

Other Members _____

CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

(NOTE: Attach additional pages as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.

Authorized Signature of Responder

Date

CERTIFICATE AND ACKNOWLEDGEMENT

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- YES NO Delinquent in the payment of taxes due to the City of Stonecrest;
- YES NO Building or health code violations on property owned that is not being actively abated;
- YES NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- YES NO Have any outstanding judgments or debts to the City;
- YES NO Have no past due loan(s) with the City;
- YES NO Been subject to a foreclosure within the previous ten (10) years;
- YES NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- YES NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFP are true and correct. Unsigned/undated submissions will not be considered.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I _____ as Authorized Representative for _____, hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third-parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.

Authorized Signature of Responder

Date

Print or type name

Authorized Signature of Responder

Date

Print or type name

REQUEST FOR PROPOSAL CHECKLIST

It is the Proposer's responsibility to read the RFP fully to determine all necessary information/documents are submitted in order for the Proposal to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

PROJECT: _____

PROPOSAL NO: _____

- Six (6) proposals (one (1) original, five (5) copies) and one (1) flash drive of all information requested have been provided.
- The proposal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- We have acknowledged receipt of addenda issued.
- Completion of Conflict of Interest Disclosure
- Completed Certificate and Acknowledgement
- We acknowledge that the City of Stonecrest does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:

- *Immigration and Security Form
- *Sub-Contractor Affidavit
- *Save Affidavit

APPENDIX I

CITY OF STONECREST CONTRACT AGREEMENT

CONTRACT AGREEMENT

**AGREEMENT BETWEEN THE CITY OF STONECREST AND _____ FOR
REQUEST FOR PROPOSAL NO. 2019-014, TRANSPORTATION MASTER PLAN**

This Agreement (the “Agreement”) is made this ___ day of _____, 2019, by and between _____ (hereinafter referred to as “Company”), and the **City of Stonecrest, Georgia** (“City”).

WITNESSETH:

WHEREAS, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

WHEREAS, the City of Stonecrest seeking Proposals for Transportation Master Plan; and

WHEREAS, Company is willing and able to render said services;

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

1. SERVICES

Company agrees to render services (the “Services”) to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit “A” specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his 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. In consideration for Services, City shall pay to Company a fee not to exceed the cost described in the Proposal, incorporated herein as Exhibit “B”. The full cost of said services shall not exceed \$_____ for all the services detailed.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. RELATIONSHIP OF PARTIES

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

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City 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 Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

4. CONTRACT PERIOD

The performance period for this contract shall be upon completion of the full scope of work. Contract performance shall begin on the date stated in the contract award letter.

5. TERMINATION FOR CAUSE AND FOR CONVENIENCE

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 the City 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 Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either the City or Company 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 the City for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. COMPENSATIVE IN EVENT OF TERMINATION

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

7. TERMINATION OF SERVICES AND RETURN OF PROPERTY

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

8. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit “C”.

Company 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 Company hereunder or which in any manner affect this Agreement.

9. CONFLICT OF INTEREST

Company 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. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company 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.

10. PROPRIETARY INFORMATION

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as “Proprietary Information”). Company 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 Company under this section shall survive the termination of this Agreement.

11. INSURANCE

Company agrees to defend, indemnify and hold harmless the City of Stonecrest, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys’ fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

12. ASSIGNMENT

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the City’s sole option terminate this Agreement without any notice to Company 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 the City:

With copies to:

Procurement Department
Stonecrest City Hall
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

City Attorney
Fincher Denmark, LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236

If to the Company:

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 jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

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. 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.

17. ENTIRE AGREEMENT

This Agreement which includes the exhibits hereto 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. This Agreement incorporates the Company’s Scope of Services and is referenced in Exhibit “A”. In case of conflict between any term of the Company’s Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

19. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Offeror's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300- 10-1, *et seq.* is a condition for the contract bid and any contract award. Offeror is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Offeror's Proposal.

Pursuant to O.C.G.A. § 13-10-91 no Offeror or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Offeror or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Offeror, subcontractor, or sub-subcontractor of such Offeror or subcontractor, shall also be required to satisfy the requirements set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Company: _____

By: _____

Title: _____

Date: _____

City of Stonecrest, Georgia

By: _____
Jason Lary

Title: Mayor _____

Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk

APPENDIX II

GEORGIA IMMIGRATION AND SECURITY FORMS



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

____ DAY OF _____, 201_

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with (name of contractor) on behalf of (name of public employer) 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor 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 Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____