



City of Stonecrest

Department of Purchasing and Contracting

February 7, 2023

Request for Proposal NO. 2023-005

FOR

Freight Cluster Plan

Bids will be received up to 2:00 p.m. local time on Monday, March 13, 2023.

Questions regarding the RFP process should be directed via <https://www.bidnetdirect.com/georgia/cityofstonecrest>. **Only questions received prior to 5:00 p.m. on February 23, 2023, will be considered.**

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I. INTRODUCTION

Purpose

The City of Stonecrest, Georgia is seeking competitive bids for RFP 2023-005, FREIGHT CLUSTER PLAN for responsible bidders.

Background

The City of Stonecrest (CITY) is located on the southern portion of DeKalb County and has a current population of approximately 55,000. The city will provide and promote safe, healthy, and enriching recreational and educational opportunities that promote stewardship of Stonecrest's natural and cultural heritage.

Submittal

Bids must be submitted electronically at <https://www.bidnetdirect.com/georgia/cityofstonecrest>

Preparation of Bids

- 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.
 - a. <https://www.bidnetdirect.com/georgia/cityofstonecrest>
- 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 bid must be signed by an official authorized to bind the bidder.
- 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 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 bid.

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Request for Proposal

This solicitation is Request for Proposal (RFP). In using this method for solicitation, bids submitted will be evaluated and recommended for award to the qualified ~~lowest~~, responsive, and responsible Bidder(s).

The City has the right to reject any and all bids, to waive informalities, and to re-advertise.

The judgement of City of Stonecrest Purchasing and Contracting on matters, as stated above, shall be final. The City reserves the right to decide which Bid(s) will be deemed qualified ~~lowest~~, responsive, and responsible.

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II. BIDDER INFORMATION

1. Category of Award

The following bid shall be awarded to one “responsive” bidder on a unit price basis with a “Not to Exceed” amount. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.

2. 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.

3. Business Enterprises

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

4. 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 bid.

5. Additional Work

The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties’ execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

7. Hold Harmless Agreement

The Offeror shall Hold Harmless and indemnify the City of Stonecrest, its past, future and current City Council, and its past, future, and current employees, agents, volunteers or assignees (“City Indemnites”) from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any

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products or services provided by Offeror or Offeror's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror's or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this proposal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Offeror's Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a City of Stonecrest Indemnities, then Offeror's Obligations shall be reduced by the proportional fault of the City of Stonecrest Indemnities.

A copy of the City's standard contract is attached as an appendix 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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III. ADDITIONAL CONDITIONS

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 bid does not affect this right.
2. 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.
3. 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.

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IV. TIMELINE FOR RFP

The bid shall follow the below time period:

February 7, 2023	Release of RFP
N/A	Pre-Bid Conference
February 23, 2023	Deadline for Questions at 5:00 p.m.
February 27, 2023	Response to Questions Posted
March 13, 2023	Submission of Bids Due by 2:00 p.m.
March/April 2023	Recommendation to Council
April 2023	Anticipated Notice to Proceed
TBD	Completion Date

Award of Contract

The Purchasing Department will publicly open the bids on the date herein stated. All bids shall remain firm for forty-five (45) calendar days after the bid opening and through the completion date of the project. In the event the City has funding available prior to the completion date of the project, the bidder agrees to have the prices reflected in their proposal remain firm.

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

Selection Criteria

Proposal Evaluation committee will be in evaluating proposals.

- A. Technical Approach – 40%
 - 1. Provide your method of how technically approach the Freight Cluster Plan.
 - 2. Provide any unique technical approaches your firm offers in approaching the plan
 - 3. Identify any unique challenges of the Plan and how your firm intends to mitigate these challenges.
- B. Experience, Qualifications, and references – 40%
 - 1. Identify key personnel and the Technical person who will be leading the Plan.
 - 2. Provide Resume for the top three technical persons who will be working on this plan
 - 3. Provide one-page Plan details of up to three Freight Cluster Plans that your firm has completed in the last five years.
 - 4. Provide three references for the Freight Cluster Plans that the firm has completed.
- C. Work Plan and Schedule – 10%

Provide a work plan and a schedule in a Gant chart format.
- D. Proposal Budget – 10%

Provide your cost proposal breakdown in a separate cover.

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Award of Contract

The responsible and responsive bid offering based on the selection criteria outlined above, will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

Bid Rejections

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

Bids 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.

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.

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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 bids, to request supplementary information, to conduct interviews with any or all of the vendors submitting bids, to waive minor informalities, and to reject any or all bids, 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 bids when required to do so by applicable law.

Due Diligence

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

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V. SCOPE OF WORK

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) Cost Center:

TBD

Any contract award for this Plan is contingent upon ARC and the City of Stonecrest receiving adequate funding for this purpose from the Georgia Department of Transportation (GDOT).

II. Area Covered: The Plan area is located within DeKalb County. The Plan area boundaries are generally located north of I-20 within and around the municipal boundaries of the Cities of Stonecrest and Lithonia, see attached Plan area map. Coordination with all local jurisdictions within the Plan area and adjacent jurisdictions within an area of three to five miles outside the plan area is also required in order to promote coordinated long-range transportation planning efforts across jurisdictional boundaries.

III. Goal: The Freight Cluster Plan Program provides local governments and Community Improvement Districts (CIDs) funds for local planning with a focus on freight movement. The purpose of freight cluster plans is to address transportation planning, traffic operations, and related planning needs, and to identify recommended projects and policy changes to address those needs. Recommended projects should aim to be competitive for local, state, and federal funding with adequate information and cost estimates to complete potential grant applications and be prepared for advancement to Scoping and/or PE phases. These plans, while focused on local issues and needs, also serve as the groundwork for regional planning efforts led by the Atlanta Regional Commission.

IV. Background: The *2016 Atlanta Regional Freight Mobility Plan Update* identified the need to conduct local, small area freight planning in the Atlanta Region to address transportation issues related to this key part of the region's economy. Based on this need, ARC sought applications from project sponsors for grants to conduct these plans in 2017 and 2019.

The Freight Cluster Plan Program assists project sponsors by clearly defining goals, needs, and priorities for the Plan area. Local transportation plans are a key mechanism in which governments define programs and projects they are prepared to support and assist with funding. It is a critical program objective that these identified priorities will form the basis for future funding requests during ARC Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) update cycles, as well as future funding requests via GDOT, FHWA, and other sources.

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Transportation plans resulting from the Freight Cluster Plan Program shall be informed by existing county and city comprehensive plans, thereby strengthening the connection between land use and transportation planning. Freight Cluster Plan recommendations will clearly reference alignment with these aforementioned efforts. Federal funding, with a minimum 20% local match, provides the resources to implement the program.

The studies will focus on facilitating efficient movement of freight, improving access to jobs, reducing traffic congestion, changes in the freight industry, and improving safety, mobility, and access for all roadway users. The studies will help the Subgrantee prioritize the plan area's needs and priorities, with a focus on project implementation. This program is intended to complement the CTP program, which typically does not have the budget to conduct detailed analysis of industrial areas or to develop local projects focused on the efficient movement of freight.

V. Work Tasks:

This scope of work outlines the minimum requirements which the City of Stonecrest must fulfill to receive funding from ARC. The Subgrantee may include additional or more detailed tasks in the contract with their consultants based on individual needs.

Comprehensive progress reports detailing progress on each task shall be submitted to ARC with each invoice. The City of Stonecrest shall present deliverables to ARC for comment, involve ARC in relevant stakeholder and technical committee meetings, and notify ARC of public and private sector outreach activities. The City of Stonecrest shall also work directly with GDOT, relevant transit agencies, and all local jurisdictions within the plan area, presenting deliverables to these organizations for comment, involving them in relevant stakeholder and technical committee meetings, and notifying them of key public and private sector outreach activities.

Task 1: Project Management

The outcomes of this task are the establishment of a Project Management Team, development of a Project Management Plan, and development of a Stakeholder Engagement and Outreach Plan.

The Project Management Plan will identify those agencies and organizations which must be involved in the overall direction of the plan development process due to the critical nature of their financial, technical and/or political support. These key stakeholders will constitute the Project Management Team. The Project Management Plan will establish protocols for communicating and sharing data, drafting materials for review, and developing other resources within the Project Management Team. A schedule for meetings of the team will be established and preliminary dates for key work task milestones and decision-making points will be defined.

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The Stakeholder Engagement and Outreach Plan will be developed and approved by the Project Management Team prior to significant work being undertaken on subsequent tasks. The Stakeholder Engagement and Outreach Plan will identify key individuals, agencies and organizations whose participation will be critical in properly addressing the various elements and emphasis areas defined in the work program. Outreach techniques to effectively involve these stakeholders will be defined. The Stakeholder Engagement and Outreach Plan will also establish how members of the general public and leadership and staff from private sector stakeholders will be engaged throughout the process and have the opportunity to contribute meaningful input prior to final decisions being made.

Deliverables:

- *Project Management Plan (Draft and Final)*
- *Stakeholder Engagement and Outreach Plan (Draft and Final)*

Task 2: Engagement

The most effective methods to involve private sector stakeholders of the freight and logistics industry as well as a diverse range of the general public in the plan development process will be developed for the Stakeholder Engagement and Outreach Plan in Task 1. Specific direct engagement techniques, such as stakeholder interviews, online and/or intercept surveys, online mapping tools, advisory committees, technical committees, open houses, workshops, and charrettes will be defined at the discretion of the Subgrantee and through consensus of the Project Management Team. Since all freight movement is regional, the engagement efforts shall include presentations and opportunities for input at three ARC Freight Advisory Task Force meetings.

The portfolio of techniques employed will be designed to maximize the potential for a broad range of private sector stakeholders and the public to participate and add value to the planning process. In particular, the outreach process should seek input from local business leaders, staff that work at local industrial businesses, and truck drivers who regularly travel in the plan area. Efforts to engage those community members who have traditionally been underrepresented in the transportation decision making process, or will be most directly impacted by recommendations, will be emphasized. Private sector stakeholders and the public will be permitted the opportunity to review draft deliverables related to the inventory and assessment of the transportation system and plan recommendations prior to those deliverables being finalized.

An early deliverable of engagement and outreach activities will be to define the desired long-term outcomes which implementation of the Freight Cluster Plan will help support. These outcomes must support the regionally defined vision of World-Class Infrastructure, a Competitive Economy, and Healthy Livable Communities as adopted in The Atlanta Region's Plan. The regional vision will be scaled and interpreted as appropriate to be more directly

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applicable and responsive to the unique characteristics of the plan area. The locally desired outcomes may be expressed in terms of a vision statement, goals, and objectives, or may use a different nomenclature which resonates more strongly with community members.

Information on the process, schedule, draft and final deliverables, and opportunities for engagement will be readily accessible at all times throughout plan development via a project website. Access to the site will be available through the Subgrantee's main website in a direct and logical manner.

Deliverables:

- *Statement of Freight Cluster Plan Vision, Goals, and Objectives*
- *Robust Community Engagement Activities*
- *Project Website*

Task 3: Best Practices Review

Early in the planning process, conduct a high-level review of best practices for freight planning to provide direction during the remainder of the planning efforts. Topics of this review may include:

- Local freight planning methods, including transportation planning and traffic operations focused on efficient freight movement
- ITS, changing technology, and other transportation innovation that may impact freight movement
- Managing land use conflicts between industrial and non-industrial land uses, particularly residential land uses
- Transportation innovation within the supply chain and logistics field which may impact the transportation system, focused on the private sector and/or public-private partnerships

Deliverables:

- *Best Practices Report (Draft and Final)*

Task 4: Inventory and Assessment

The Freight Cluster Plan shall include a detailed inventory of existing conditions and an assessment of current and future needs for the plan area. Because of the related nature of inventory and assessment activities, these two tasks shall be combined for analysis and documentation purposes.

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The inventory shall begin with a review of previously completed local, regional, and state plans that are relevant to the plan area. The implementation of previous plans that included the plan area, as well as other ongoing capital and maintenance projects in or adjacent to the plan area, shall be documented as part of this task.

Data related to the existence, condition, and performance of the transportation network within the plan area will be collected and documented. Data collection for the Freight Cluster Plan shall include the following core elements:

1. Transportation System State of Good Repair / Maintenance
2. Roadways
3. Multimodal crash history
4. Transit Infrastructure and Operations
5. Bike/Pedestrian Infrastructure
6. Transportation Demand Management (TDM) Programs
7. Technology / Intelligent Transportation Systems (ITS) / Connected and Autonomous Vehicle Infrastructure
8. Vulnerable Transportation Assets
9. System Performance Monitoring and Reporting Program

In addition to the aforementioned core elements, additional data shall be collected on the following aspects of freight transportation:

1. Designated truck routes – local, regional, state, and national
2. Routes with truck prohibition
3. Freight origin/destination patterns
4. Bridges – sufficiency ratings, weight restrictions, and low bridges
5. Authorized and unauthorized truck parking locations for overnight and staging needs
6. Rail crossing locations and safety issues
7. Freight rail facilities – intermodal, bulk transfer, and carload
8. Relevant truck related signage
9. Other intermodal facilities (air and pipeline), if present
10. Locations of alternative fuel facilities – CNG, LNG, electric
11. Major generators of truck trips
12. Locations for potential growth, with a focus on industrial growth
13. Existing land use/zoning conflicts between industrial and residential areas
14. Job accessibility options for individuals that don't own a car
15. Other relevant data specific to the plan area, including existing stormwater infrastructure along public roadways, and issues related to freight movement and localized flooding.

The inventory and assessment shall also consider changes in industrial development design and operations and the overall supply chain and logistics industry. This may include the impacts of high-cube warehouse design, growing use of automation in warehouses/distribution centers, operational and staffing changes related to e-commerce fulfillment centers, and other related issues. Industrial developments of today and in the future will be very different from industrial developments in the past, and these changes should be considered as part of the assessment.

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Using data and information gathered in the inventory, as well as input from technical staff, stakeholders, and the public, elements of the transportation system will be assessed to determine both existing and potential future conditions. The assessment will address both strengths and shortcomings of the system and the ability of existing facilities and services to meet the plan area's needs. The assessment process may use any combination of regional and local area travel demand models, analytical tools, and methodologies which best suits the characteristics and issues of the plan area and produces useful information in a cost-effective manner.

In addition to data on transportation facilities and policies, this task will include an assessment of how the City of Stonecrest and other jurisdictions within the plan area's boundaries currently fund transportation. This will also incorporate transportation funding trends at the state and federal levels.

Deliverables:

- *Inventory and Assessment Report (Draft and Final)*

Task 5: Traffic Study

A traffic analysis of key intersections and corridors within the plan area shall be conducted to identify locations of traffic congestion, operational issues, and potential recommendations. The traffic analysis shall follow current Highway Capacity Manual (HCM) methodology, and shall determine intersection Level of Service (LOS) at key intersections. Traffic count data used for this study must be no more than 3 years old at the time the analysis is being conducted. Traffic counts will be conducted, as needed, for this study, including:

- AM and PM peak hour intersection turning movement traffic counts
- Additional off-peak turning movement traffic counts, if needed due to local conditions
- Vehicle classifications counts, and/or
- Average Annual Daily Traffic (AADT) counts

An Existing Conditions analysis will be conducted using the AM and PM Peak hour turning movement count data. A future year traffic analysis will be conducted using traffic volumes projected 10 years after the Existing Conditions analysis. Future year traffic volumes will be developed using historic growth rates, projected growth rates from the ARC regional travel demand model, ITE trip generation rates for planned developments, or a combination of these and other relevant data sources.

For each analysis timeframe, potential changes to lane geometry and/or operations shall be developed and analyzed for any intersections with a failing LOS so that the intersection may operate with an acceptable LOS. Other potential changes may be analyzed as additional alternatives as needed.

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An operational and geometric design field review shall be conducted of key intersections and corridors as a part of the traffic study. This review shall focus on the overall traffic conditions in the plan area as well as specific design and operations issues related to freight movement. At a minimum, the field review shall include the following:

- Identification of discrepancies between the existing condition traffic analysis results and the field conditions
- Queue lengths for turning movements that impact intersection operations
- Signal timing, phasing, and coordination along key corridors
- Intersection turning radii, median, and shoulder design issues
- Unsignalized intersection and driveway turning conflicts
- Horizontal and vertical sight distance issues
- Adequacy of signage and lighting
- Other local issues identified during the planning process

The results of the field review shall be documented with a focus on how issues identified in the field may impact the plan area's traffic conditions and multimodal safety. The documentation shall include key intersections and corridors that are a part of the traffic analysis as well as unsignalized intersections, driveways, and mid-block locations that are not part of the traffic analysis but have design or operational problems.

Deliverables:

- *Traffic Study Report (Draft and Final), including raw traffic count data*
- *Traffic analysis files (i.e. Synchro, CORSIM, VISSIM, etc.)*

Task 6: Recommendations

Recommendations may take a variety of forms and the precise outcomes will be dictated by the level of emphasis placed on each cluster plan element. The Recommendations may include any issues identified in the inventory and assessment task, traffic operations changes identified as part of the traffic plan, and policy changes. Recommendations shall consider innovation and new technology wherever practical. Regardless of the unique needs and priorities of the Subgrantee, the following general outcomes shall be achieved:

- **Fiscally Constrained Short-Term Action Plan:** Five to ten year fiscally constrained list of transportation projects, policies, and action steps which reflect currently available funding sources and feasible policy actions that can be taken by the Subgrantee and by local government jurisdictions in the plan area.
- **Fiscally Unconstrained Long-Term Vision Project List:** Prioritized list of transportation projects, policies, and action steps necessary to support the visions for infrastructure, economic development, and strong communities established by the

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community. This project list does not have to be fiscally constrained, and it may be broken into two tiers. Along with the Short-Term Action Plan, this will result in three tiers of recommended projects, policies, and action steps.

- Recommendations shall:
 - Be vetted through a robust community engagement process and formally adopted by local government policy officials as part of the final plan.
 - Leverage and complement regional facilities, services and programs to address local needs and priorities.
 - Consider innovative projects, technology advances, connected and autonomous vehicles, and changes in the supply chain and logistics industry
 - Knit together previous plans and projects identified at the community level through Comprehensive Transportation Plans (CTPs), Livable Centers Initiative (LCI) studies, county/city Capital Improvement Programs (CIP), Community Improvement District (CID) work programs, corridor studies, and other initiatives previously undertaken within the plan area.

The Short-Term Action Plan shall be developed with a focus on implementation. Two to five High Priority projects shall be identified within the Short-Term Action Plan. These are projects that will move into implementation first. Additional data shall be provided in the Recommendations Final Report on these projects to assist with potential grant applications, including the purpose of the project, a more detailed cost estimate, issues that may increase cost (i.e. wetlands, bridges/culverts, utility relocations), and other related data.

Deliverables:

- *Fiscally Constrained Short-Term Action Plan (Draft and Final)*
- *Fiscally Unconstrained Long-Term Vision Project List (Draft and Final)*

Task 7: Documentation

The planning process shall conclude with the Recommendations Final Report and Executive Summary. The Recommendations Final Report shall describe how recommended projects, policies, and actions were developed, evaluated, and prioritized, and will include the Fiscally Constrained Short-Term Action Plan and the Fiscally Unconstrained Long-Term Vision Project List. Summary information from previously submitted deliverables shall be included as needed to support the development of the Action Plan and Project List. A user-friendly Executive Summary will be prepared that explains the key recommendations and conclusions.

Deliverables:

- *Recommendations Final Report (Draft and Final)*
- *Executive Summary (Draft and Final)*

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The use of innovative and creative approaches to documentation is encouraged. ARC shall be provided with electronic copies of each interim deliverable and the final plan. The plan website shall remain active for a minimum of five years or until the next plan update, whichever comes first. If it is desired to deactivate the site for any reason prior to either of these milestones, advance coordination with ARC is required so that electronic versions of plan documents can be archived appropriately.

To the extent possible, system inventory and assessment data, as well as the final project recommendations, should be mapped in ArcGIS. Relevant shapefiles shall be provided to ARC upon completion of the Freight Cluster Plan. Mapped information developed in other software, whether conceptual in nature or geographically accurate, shall also be provided, in either the original source format or exported into an intermediate format usable by ARC.

The minimum required deliverables for the completed plan, as defined in this work program and which will collectively constitute the City of Stonecrest Freight Cluster Plan, are the:

- Project Management Plan
- Stakeholder Engagement and Outreach Plan
- Inventory and Assessment Report
- Traffic Study Report
- Fiscally Constrained Short-Term Action Plan
- Fiscally Unconstrained Long-Term Vision Project List
- Recommendations Final Report
- Executive Summary
- Traffic analysis files (i.e. Synchro, CORSIM, VISSIM, etc.)
- Word and/or In-Design, PDF, Excel, ArcGIS, and other relevant electronic files

A copy of adopting resolution(s) shall also be provided to ARC.

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SCHEDULE

Freight Cluster Plans take 12-18 months to complete. The main scheduling consideration within this program is to ensure coordination with Subgrantees to develop deadlines for project deliverables in order to meet deadlines for project calls in future Transportation Improvement Programs (TIP) and Regional Transportation Plans (RTP). Funding opportunities from GDOT, FHWA, and other sources shall also be considered as the planning process moves forward.

All work and services required under this subgrant agreement shall be completed within 12 to 18 months.

I. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$250,000 and that the Subgrantee expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

II. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

III. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of the Center for Livable Communities, as his agent ("Cognizant Department Director") for purposes of this contract only, except for executing amendments hereto.

**REQUEST FOR QUALIFICATIONS NO. 2023-005
FREIGHT CLUSTER PLAN**

EXHIBIT B-1

Cost Proposal

Task 1: Project Management

Task 2: Engagement

Task 3: Best Practices Review

Task 4: Inventory and Assessment

Task 5: Traffic Study

Task 6: Recommendations

Task 7: Documentation

Direct Expenses and Travel:

Total Cost

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Department Director.

**REQUEST FOR QUALIFICATIONS NO. 2023-005
FREIGHT CLUSTER PLAN**

Company Name:

Address:

Contact Person:

Phone Number:

Email Address:

Signature:

* Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the asphalt topping item. No separate line item will be included for traffic control.

**In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail.

RFP 2023-005
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: _____

**INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY**

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

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.

Legal Name of Company: _____

Authorized Signature of Responder

Date

Print or type name

Company Federal Tax ID Number

Individual E-Mail Address

Company Address

Phone

Fax

**RFP NO. 2023-005
BIDDER'S CHECKLIST**

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

PROJECT: _____

RFP NO: _____

- The bid 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 bid that would have the bid declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- Completion of Conflict of Interest Disclosure
- Completed Certificate and Acknowledgement
- Completed the DBE Participation Form
- 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**

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

DATE

COMPANY NAME

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

(Bid Number)

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

**RFP NO. 2023-005
Freight Cluster Plan**

REFERENCES

Please provide as references, the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: _____

Address: _____

Contact: _____ Phone: _____

2. Company Name: _____

Address: _____

Contact: _____ Phone: _____

3. Company Name: _____

Address: _____

Contact: _____ Phone: _____

**RFP NO. 2023-005
Freight Cluster Plan
SUBCONTRACTORS**

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____

Address: _____

Contact: _____ Phone: _____

2. Company Name: _____

Address: _____

Contact: _____ Phone: _____

3. Company Name: _____

Address: _____

Contact: _____ Phone: _____

4. Company Name: _____

Address: _____

Contact: _____ Phone: _____

5. Company Name: _____

Address: _____

Contact: _____ Phone: _____

RFP NO. 2023-005
Freight Cluster Plan
DBE PARTICIPATION

Please provide the names, address, contact name and phone number of all Contractors and/or Subcontractors that will be utilized to meet the required minimum 5% DBE participation.

1. Company Name: _____

Address: _____

Contact: _____ Phone: _____

2. Company Name: _____

Address: _____

Contact: _____ Phone: _____

3. Company Name: _____

Address: _____

Contact: _____ Phone: _____

4. Company Name: _____

Address: _____

Contact: _____ Phone: _____

5. Company Name: _____

Address: _____

Contact: _____ Phone: _____

APPENDIX I

CITY OF STONECREST CONTRACT AGREEMENT

CONTRACT AGREEMENT

**AGREEMENT BETWEEN THE CITY OF STONECREST AND _____ FOR
INVITATION TO BID NO. 2023-005 FREIGHT CLUSTER PLAN**

This Agreement (the "Agreement") is made this ___ day of _____, 2022, 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 a freight cluster 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 bid. 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 bid, 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:

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

With copies to:

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. In case of conflict between any term of the Company’s Bid 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 Bid.

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.

20. CRIMINAL HISTORY BACKGROUND CHECKS

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract.

The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check. This shall be done prior to the employee starting work.

Note: The Contractor shall provide to The Procurement Department, the names of **all** personnel assigned to perform services for the City of Stonecrest, **prior** to the start of work.

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: _____
Jazzmin Cobble

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 City of Stonecrest 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 City of Stonecrest 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 _____, 2022

[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 _____, 2022

[NOTARY SEAL]

Notary Public

My Commission Expires: _____