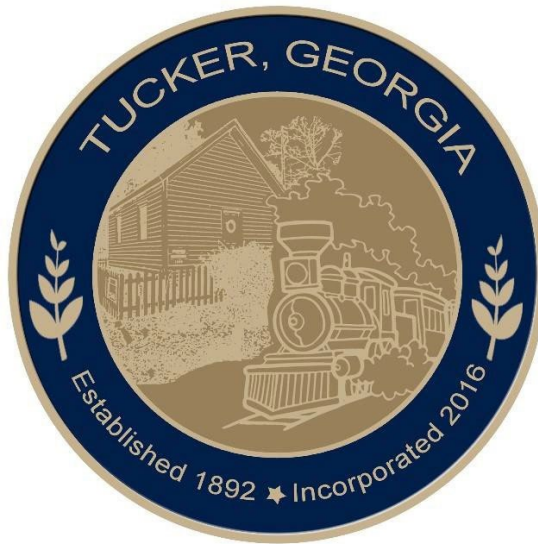


City of Tucker

Request for Qualifications
RFQ #2024-020

On-Call Right-of-Way Negotiation Services



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30084

City of Tucker Request for Qualifications
RFQ#2024-020
On-Call Right-of-Way Negotiation Services

INVITATION: The City of Tucker, Georgia requests that interested parties submit proposals for qualified professional Right-of-Way Negotiation services. Proposals will be accepted until the date and time listed below and will be awarded to the most responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the city. Addenda and updates to this bid manual will be posted on the City of Tucker website <http://tuckerga.gov/bids> or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
RFQ Issued	August 27, 2024
Pre-Proposal Conference	N/A
Deadline for Questions	September 10, 2024, at 2:00 p.m.
Responses to Questions Posted (Addenda)	September 13, 2024
Proposal Deadline	September 26, 2024, at 2:00 p.m.
Scoring by Evaluation Committee	September 27 – October 7, 2024
Phase II Invitations Issued	October 7, 2024
Interviews	October 16 – 18, 2024
Award at Council Meeting	November 12, 2024 (Tentative)

SCOPE OF WORK: Refer to Exhibit A.

PRE-PROPOSAL CONFERENCE: N/A

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov. Reference RFQ #2024-020 in the subject line of the email.

ADDENDA: Responses to the questions received will be by addenda and will be posted on the City website www.tuckerga.gov/bids. The signed acknowledgement issued with each addendum must be submitted with the proposal. It is the vendors responsibility to verify if any addenda were created.

SUBMITTAL REQUIREMENTS: Vendor shall submit RFQ Response electronically to procurement@tuckerga.gov no later than September 26, 2024 at 2:00 p.m. with the subject line RFQ #2024-020. The email must contain the vendor’s contact information. The submittal shall be one PDF file named “<Company Name>.RFQ 2024-020.Bid Submittal.pdf”. The submittal email will be opened to confirm receipt of the submittal; however, the attached PDF file will remain unopened until the public opening.

PROPOSAL OPENING: All proposals received prior to the deadline will be opened publicly on September 26, 2024 at 2:05pm EST at Tucker City all located at 1975 Lakeside Parkway, Suite 350, Tucker GA. A list of submittals will be posted on the City’s website, www.tuckerga.gov/bids, following the opening of the proposals.

DOCUMENT SUBMITTAL REQUIREMENTS:

1. Proposal, including understanding and approach, related experience and references, personnel qualifications
2. W-9 Form (provided)
3. Certificate of Current Insurance
4. E-Verify Affidavit Form (provided)
5. Contact Information Form (provided)
6. Oath of Non-Collusion
7. Acknowledgement of Addendum issued with each Addendum.

All responses must be received electronically by the Bid Deadline. (Addenda will show any schedule updates). No proposals will be received orally or by phone. Late proposals will not be considered. Proposals received after the deadline will be filed unopened. The City of Tucker reserves the right to reject any and all proposals or any part, to waive any formalities to make an award and to re-advertise in the best interest of the City.

The city reserves the right to negotiate pricing with the top scoring bidder(s) and may, in its discretion, award a contract to the responsible and responsive proposer(s) submitting the proposal(s) which are deemed to be the most advantageous to the City, price and other factors being considered, as described in the selection criteria.

EXHIBIT A
Project Specifications / Scope of Work
RFQ#2024-020
On-Call Right-of-Way Negotiation Services

1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Tucker (City) is seeking firms to provide Right-of-Way Negotiation services for an annual on-call professional services agreement to support land acquisition for local and federal capital improvement projects in accordance with terms in this Request for Qualifications (RFQ). The City intends to select a minimum of two firms through a qualification based selection process, and intends to execute on-call consulting agreements (with annual renewal options not to exceed three years) with the selected firms for services to be provided. The City reserves the right to assign project task orders as the City desires to the selected firms. When a need for services arises, the service will be solicited from those firms for a competitive quote or if a sole source request, will employ the negotiated hourly rate fee schedule. Negotiated hourly rates from Phase 2 of this RFQ shall become part of the on-call professional service contract. Awarded firms shall employ the contracted hourly rate fee schedule on each Request for Quotes. The City has the right to negotiate with one on-call Contractor. Consultants who enter into a Task Order Agreement with the City shall collaborate with City staff per terms and conditions of this on-call professional services contract and future executed Task Order Agreements.

1.2 Technical Project Overview

Consultant(s) awarded on-call professional services contract will be contacted as projects develop. The City shall request proposals for specific projects and subsequently issue a task order.

Each successful Consultant that is awarded an on-call consulting agreement by the City of Tucker will be forwarded selected project descriptions from time to time. Projects descriptions may also be provided by the following phases but not limited to: Database, Concept, Preliminary Plans, Right of Way Plans, Final Plans and Miscellaneous Services.

The firm(s) will be requested to prepare and submit proposed Scopes of Services and fees to produce (in accordance with the on-call consulting agreement), project related fees and other services. The consultant's submittal package for each project shall include:

- A detailed description of the services to be provided,
- A milestone schedule for major tasks to be conducted by the consultant
- A list of deliverables to be provided by the consultant
- A proposed fee structure for the project.

The City will review each submittal and accept, reject, or negotiate a final scope and fee with the selected Consultant for a specific task order. The City does not intend to issue a project description to more than one consultant with on-call agreements per task order unless a final scope and fee cannot be negotiated with the first Consultant. Upon acceptance of a final scope

and fee for each project, the City will issue to the Consultant a Task Order indicating acceptance of the project proposal and authorization to commence services in accordance with the on-call consulting agreement and the project proposal.

While a specific list of projects is not available at this time, below is a list of potential list of upcoming projects that may be federally or locally funded improvement projects that will require purchasing various types of land rights including, but not necessarily limited to, right-of-way, permanent easements and temporary easements. These projects will require right-of-way negotiation services. In order to meet project scheduling, parcel negotiations shall be completed within 60 days of receipt of GDOT/City approved offers or as subsequently negotiated and included in resulting Notice(s) to Proceed.

<u>Potential Projects next 2 years</u>	<u>Estimated # of Parcels</u>
* Mountain Ind Blvd @ US 78	2
* Mountain Ind Blvd Intersection Imp	10
Idlewood Rd @ Fellowship Rd Roundabout	9
Tucker-Northlake Trail	42
South Fork Peachtree Creek Greenway	24
Hugh Howell Trail Phase 3	12
Various sidewalk projects	20

* Indicates federally funded project

1.3 Description of Tasks

The Scope and Services for each project may vary. It is expected that certain projects may require specialized tasks to be performed by sub-consultants. The following list of services, while not an exhaustive list, is provided to demonstrate the types of services that may be requested from the selected right-of-way negotiation consultants;

1. ***Negotiation Package:*** Upon receipt of approved appraisals or cost estimate/data book from the City, the Vendor shall prepare negotiation packages for owners to include the following:
 - Brochure entitled “What Happens When Your Property Is Needed for a Transportation Facility”
 - Receipt for Brochure
 - Offer Letter
 - Option & Plats
 - Statement of Estimated Values
 - Letter of Availability of Incidental Payments
 - Copies of plans with right-of-way and easements highlighted

2. ***Negotiation Activity:*** The vendor should make all offers to purchase the required right of way and/or easements along with any other required payments to owners, tenants, or other parties having an approved monetary interest. All offers and benefits will be explained in detail and negotiation activities will be conducted in accordance with federal guidelines. Negotiation Activity shall include the following:

- All owners should be contacted in person, if possible, at a time and place convenient to the owner. There shall be a sufficient number of personal contacts with each owner, in an attempt to secure a property settlement through negotiations, unless it is clearly apparent that continued negotiations would be unproductive.
- Donations shall be encouraged for local projects.
- The vendor shall provide and explain to owner's appropriate right of way plan sheet(s), cross- sections, driveway profiles and other construction information as requested by owners.
- The vendor will NOT provide owners with Appraisals under any circumstance unless City of Tucker gives permission.
- Review and confirm with owner the accuracy of all information stipulated in the Preliminary Title Report.
- If a settlement is reached at the offer amount, the vendor will submit an option to the City of Tucker for approval. If a counteroffer is submitted by a property owner, the consultant will provide the necessary written justification for all approved settlements to designated official with the City of Tucker. Under no circumstances will the vendor have the authority to accept a settlement on behalf of the City of Tucker, either monetarily or contractually.
- Once an approved Option is obtained, Consultants must submit approved option along with all required supporting documentation to the City of Tucker.

If a negotiated settlement cannot be reached, the Consultant shall:

- Mail a certified 10-day letter to the owner.
- Transmit a clean and concise parcel file along with all required supporting documentation to the City of Tucker.

The vendor shall prepare and maintain a legible negotiation record on each property interest on which negotiation was attempted. The record should include the following:

- Dates of negotiation or contact
- Place of contact
- Persons present
- Offers made
- Explanation of Right of Way and Construction plans
- Counteroffers and recommendations regarding those counteroffers
- Reasons why settlements could not be reached (if required)
- Feedback and concerns from the property owner
- Description of title problems and how they were solved (if required)
- Signature of the negotiator for settled interests
- Any other data pertinent to the negotiations
- All related correspondence and reports in connection with and incidental to the parcel

3. ***Individual Parcel Files:*** The vendor shall prepare and maintain individual parcel files which includes the following:

- Title reports
- Copies of all negotiation records
- All required forms executed by property owners

- Copies of all correspondence

Files shall be available at any time for inspection by the City, Georgia Department of Transportation and/or the Federal Highway Administration. All such information is the property of the City and shall be immediately delivered to the City upon request. Appraisal reports / approved cost estimates, if required, will be provided by the City prior to any acquisition. Appraisal reports and cost estimates shall not be included in this scope. Any information and/or knowledge gained from the appraisals, the acquisition and relocation on this project shall be kept confidential and not publicly disclosed without prior written authorization by the City.

4. **Relocation Studies:** The vendor shall prepare all documentation required to meet GDOT/FHWA requirements and the Federal Uniform Relocation Act.

5. **Relocations:** The vendor shall make relocation offers, issue notices to vacate and coordinate execution of all required relocation claim forms.

1.4 Project Oversight and Staffing

The successful offerors will report to the City Engineer. The contract will be with the City of Tucker. Project status updates are mandatory, during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

2.0 RFQ STANDARD INFORMATION

2.1 Authority

This RFQ is issued under the authority of the Purchasing Division of the City of Tucker. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.2 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposals, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.3 Receipt of Proposals and Public Inspection

2.3.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Tucker (3) any company financial information requested by the City of Tucker to determine Contractor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Proposals

Upon opening the Proposals received in response to this RFQ, the procurement officer in charge of the solicitation will review the Proposals and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Proposals.
- The Proposals do not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.4 Classification and Evaluation of Proposals

2.4.1 Initial Classification of Proposals as Responsive or Non-responsive

All Proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Proposals is not within the plans and specifications described and required in the RFQ. If a Proposal is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.4.3 Evaluation of Proposals

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified.

2.4.4 Completeness of Proposals

Selection and award will be based on the offeror's Proposals and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.5 City's Rights Reserved

Issuance of the RFQ in no way constitutes a commitment by the City of Tucker to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFQ;
- reject any or all Proposals received in response to this RFQ;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

2.6 General Information

1. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Proposal.
2. Firms are expected to be very knowledgeable about the Plan Development Process (PDP) and the Plan Presentation Guide (PPG) and to be proactive in meeting the requirements of the PDP with minimal oversight by City of Tucker.
3. Qualifications of the selected firm shall include, but are not limited to:
 - Real Estate Broker's license
 - 5+ years of eminent domain land acquisition experience for DOT and Local Government Projects
 - GDOT pre-qualification in right-of-way acquisition
4. City of Tucker will expect to liaison with a single project manager representing the prime consultant firm and the sub-consultants.
5. The City may select the best qualified consultants based on the information received from interested firms as a result of this solicitation.
6. City of Tucker also reserves the right to increase, reduce, add or delete any item in this

solicitation as deemed necessary.

7. City of Tucker anticipates issuing a Task Order(s) for each task based on the proposal to be awarded as a result of this advertisement.
8. Generally, the City's position is not to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a Pre-Award Debriefing can be requested following Due Diligence. For these contracts, Pre-award debriefings would be provided after the announcement of the short-listed firms within the time period posted on the website. All requests must be made and scheduled within this time frame. Any request outside of this time period will be accommodated only at the discretion and convenience of the Department's staff.
9. It is the responsibility of all firms interested in submitting proposals for this advertisement to routinely check the posting on the website for any revisions to this RFQ.
10. Incomplete submittals will not be considered. Late submittals will not be accepted.

3.0 STATEMENT OF QUALIFICATIONS SUBMISSION AND EVALUATION

3.1 Process for Submitting Statement of Qualifications

3.1.1 Preparation of Statement of Qualifications

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

3.1.2 Packaging of Statement of Qualifications

Proposals will be accepted electronically to procurement@tuckerga.gov

Submittal Requirements are outlined in Section 3.2.5 below.

Any Proposal received after the due date and time will not be evaluated.

3.2 Evaluation Process

The Selection process is primarily Qualifications-Based where the technical skills, experience and the interview process are the most significant components of the evaluation process.

All responsive RFQ responses will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of

quality and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified.

3.2.1 Administrative Review

The Proposals will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Technical Submission of Proposals
3. All required documents have been submitted
4. All documents requiring an original signature and notarization have been signed and included

3.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily. The Selection process is primarily Qualification-Based where the technical skills, experience and the interview process are the most significant components of the evaluation process. This will be a two-part selection process. Part 1 will determine a “short list” based on qualifications only. Part 2 will consist of fee and scope negotiation with the selected “short listed” firms. The following outlines the process to be utilized by the Recommendation Committee.

1. The Recommendation Committee will review the Technical Proposals of the firms who submit for this project
2. The highest ranked technical proposals (no defined number) will be defined as the “short list”
3. The “short-listed” firms will be notified by Recommendation Committee. The list of short-listed firms will also be posted on the City website. The “short-listed” firms will be provided a date and time in which to appear for an interview, if required. The “short-listed” firms will be given specific direction as the information expected of the firms during the presentation. The Interview Team will desire to interview the Project Manager, the responsible staff person for the sub-Consultants, etc. The Short-Listed firms are encouraged to bring any data, information, visuals, etc. that will present their case for being selected
4. Following the interviews, the scores from the interview will be added to the technical proposal score to develop a cumulative score.
5. Once the ranking is identified and confirmed by the City, fee and scope negotiations will commence immediately with the selected firm(s).
6. Negotiation of the terms, conditions, scope and fees related to the contract for acquisition services shall be limited to three (3) days following the commencement of

negotiations. If an agreement cannot be reached within that time frame, negotiations with the next top-ranked short-listed firm.

7. The rankings of the short-listed firms and the Recommendation Team’s “highest ranked firm(s)” will be presented to City Council for contract approval. City Council has the final authority for issuing an on-call contract selection of the highest ranked firm(s).

3.2.3 Technical Proposals Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Firms will be evaluated and rated based on the criteria below (listed by relative importance, in descending order):

1. Project Understanding – 15 points.

The Offeror shall demonstrate an understanding of the City’s goals, project constraints and objectives for the project. The consultant must also understand the project’s challenges and issues and what affect they will have on project delivery. Simply restating the scope of services does not demonstrate an understanding of the project.

2. Project Approach and Schedule – 25 Points.

The Offeror shall develop a work plan and approach that addresses all major tasks and subtasks. The consultant should also address their approach to working with the Appraisal Coordinator, GDOT and the City of Tucker Engineering Department.

3. Qualifications and Similar Project Experience of the Firm and Staff – 60 Points.

The Offeror shall present an organization chart showing the reporting structure for the project team, including the proposed task leaders for all major work categories. A short description of the Firm’s and Staff’s experience on similar project work shall be prepared. Projects of a similar size and content to the proposed project, should be included. Project references should also be included.

3.2.4 Oral Presentations

The City reserves the right to invite Offerors to present their technical solution to the Technical Evaluation Team.

3.2.5 Submittal Requirement Guidelines

Failure to meet these requirements will result in the Proposals being determined “non-responsive” and the entire submittal will be rejected.

1. Submittals of firm information and Proposals should be no more than twenty (20) pages

single-sided, 8½” x 11” pages in length. The 20-page limit does not include the cover page, tab pages, and the required City Appendices below. Any other supplemental information and pages outside the page limit will not be reviewed and will be considered as non-responsive to the page limit requirement.

2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), and joint venture partner information (if applicable). If the firm has branch offices, state which office will be performing the majority of the work.
3. In table format and labeled TABLE 1, provide a brief description of all right-of-way acquisitions, or related projects completed for the last three (3) years. Include the name of the project owner, a contact name and telephone number, and where the work was performed.
4. Provide the names of key personnel who will perform the work. Personnel information should include professional registrations [type, number, and state(s) where registered], years of experience, years with firm, and actual work performed by the individual.
5. The consultant's proposed project manager shall be identified.
6. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.
7. The consultants should provide the name of their insurance carrier and the current insurance limits.
8. The consultant should provide a minimum of five (5) references.

3.3 Rejection of Proposals/Cancellation of RFQ

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

3.4 City’s Right to Investigate and Reject

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

3.4.1 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this

section may be found non-responsive or be subject to point deductions.)

3.4.1.2 Resumes/Company Profile and Experience

Offeror shall specify how long the individual/company submitting the Proposal has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of proposals, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

3.4.1.4 Offeror Financial Stability

Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFQ, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

4.0 TERMS AND CONDITIONS

4.1 RFQ Amendments

The City reserves the right to amend this RFQ prior to the due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and also the City's website at: www.tuckerga.gov Offerors are encouraged to check this website frequently.

4.2 Proposal Withdrawal

A submitted Proposal may be withdrawn prior to the due date by a written request to the Procurement Manager. A request to withdraw a Proposals must be signed by an authorized individual.

4.3 Cost for Preparing Proposals

The cost for developing the Proposal is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

4.4 Term

The term of any contracts issued as a result of this RFQ shall conclude on June 30, 2025 and may be renewed for no more than two (2) one-year terms.

4.5 Conflict of Interest

If an Offeror has any existing client relationship that involves the City of Tucker or the Tucker Summit CID, the Offeror must disclose each relationship.

4.6 Minority Business Policy

It is the policy of the City of Tucker that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Tucker encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

The DBE minimum goal for this project is 13 percent.

4.7 ADA Guidelines

The City of Tucker adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0126 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

4.8 Compliance with Laws

The Contractor will comply with all City, State of Georgia, Title VI and Federal laws, rules, and regulations.

4.9 Governing Terms

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

4.10 Indemnification

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors, agents, and suppliers.

4.11 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

4.12 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage. Coverage shall also include the Tucker Summit Community Improvement District Board of Directors named as "additional insured".

4.13 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Services, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

4.14 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

4.15 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

4.16 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

4.17 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

4.18 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Proposals, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

4.19 Special Stipulations

To the extent City attaches to this agreement any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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-	-							
or								
Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	
Solicitation/Bid number or Project Description:	RFQ 2024-020 On-Call Right of Way Acquisition Services

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract on behalf of the City of Tucker, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: _____

Date: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Preferred Contact for Administration: (i.e. Document Processing) (Choose one)

- Primary Contact Secondary Contact

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

Federal Employee ID Number (FEIN): _____



OATH OF NON-COLLUSION

COMES NOW, _____ (“Consultant”),
[*name of Consultant*]

appearing by and through _____,
[*name of individual with authority to bind Consultant*]

its _____ (“Individual And Representative Affiant”), and
[*title*]

[*insert the names of all those required to give the oath*]

(collectively, “Individual Affiants”), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Consultant has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Consultant whose duty it is to make the payment.

3. If Consultant is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Consultant in bidding for or procuring the contract.

4. If Consultant is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Consultant in bidding for or procuring the contract.

Further affiants sayeth not.

This ____ day of _____, 20__.

By: _____, individually and on behalf of Consultant
[signature of Individual And Representative Affiant]

Name: _____

Title: _____

Individual Affiants' signatures and names:

Name:

Name:

Name:

Name:

Name:

Name:

Subscribed and Sworn before me on this
____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:
