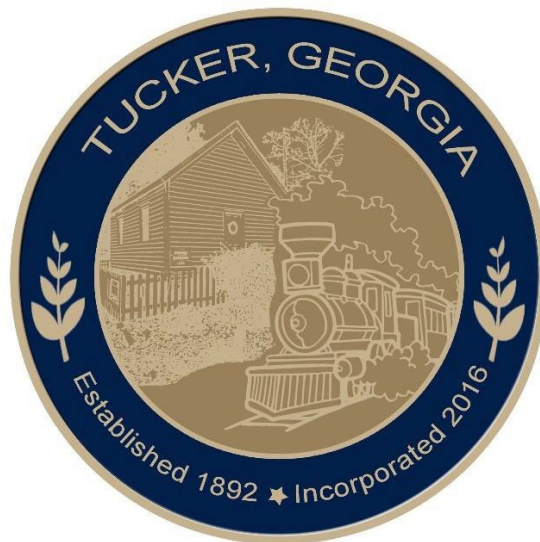


City of Tucker

Request for Proposals
RFP 2024-024

PROFESSIONAL SERVICES FOR: LAWRENCEVILLE HIGHWAY INTERSECTION IMPROVEMENTS



BID MANUAL

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

City of Tucker Request for Proposals
RFP#2024-024
Lawrenceville Highway Intersection Improvements

INVITATION

The City of Tucker is now accepting proposals for qualified professional service providers to provide professional engineering design services for the Lawrenceville Highway Intersection Improvements at Northlake Parkway/Cooledge Road and Brockett Road/Railroad Avenue. 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	
RFP Issued	October 9, 2024
Pre-Bid Conference	N/A
Deadline for Questions	October 22, 2024 at 1:00 p.m. EST
Responses to Questions Posted (Addenda)	October 25, 2024
Proposal Deadline	November 7, 2022 at 1:00 p.m. EST
Scoring by Evaluation Committee	November 8 – 15, 2024
Award at Council Meeting (Tentative)	December 9, 2024 (tentative)

SCOPE OF WORK: Refer to Exhibits A and B.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov. Reference RFP 2024-024 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 RFP Response electronically to procurement@tuckerga.gov no later than November 7, 2024 at 1:00 p.m. EST with the subject line RFP 2024-024. The email must contain the vendor’s contact information. The submittal shall be two PDF files:

- The proposal shall be named “<Company Name>.RFP 2024-024.Bid Submittal.pdf”.
- The Cost Proposal shall be named “<Company Name>.RFP 2024-024.Cost Proposal.pdf”

The submittal email will be opened to confirm receipt of the submittal; however, the attached PDF files will remain unopened until the public opening.

PROPOSAL OPENING: All proposals received prior to the deadline will be opened publicly on November 7, 2024 at 1:05pm 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 with components specified in section 2.2.5
2. W-9 Form (provided)
3. Certificate of Current Insurance
4. Notarized E-Verify Affidavit Form (provided)
5. Proposed List of Sub-Consultants
6. Notarized Oath of Non-Collusion
7. Acknowledgement of Addendum issued with each Addendum.
8. Contact Information Form (provided)

All responses must be received electronically by the Proposal 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 proposer(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
Scope of Work
RFP#2024-024
Lawrenceville Highway Intersection Improvements

INTRODUCTION

The City of Tucker, GA is soliciting proposals from qualified firm(s) or organization(s) to provide consultant services for engineering design services for two intersection improvements:

- Lawrenceville Highway at Northlake Parkway/Cooledge Road
- Lawrenceville Highway at Brockett Road/Railroad Avenue

This Request for Proposals (RFP) seeks to identify potential providers for the Scope of Services for the project/contract listed in Exhibit A. All respondents to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully.

The following is the anticipated Technical Scope of Services to be performed by the awarded consultant.

The Consultant shall provide comprehensive design of all project elements, including field survey, civil, structural, geotechnical and engineering services, environmental impacts, design development, landscape architecture, lighting design, preparation of construction documents, and detailed cost estimates of the work. The Consultant will report to the City of Tucker's designated representative during the term of the contract. Firms or teams will be required to comply with all applicable regulations of the City of Tucker, GDOT and EPD. Submitting firms must be pre-qualified with GDOT in the classifications identified in Section 2.6 above. . The Plan Development Process (PDP) is not required, although each project affects a state route and GDOT approval and permitting is required. The work to be accomplished under this contract is divided into the following tasks and sub-tasks:

Task 1: Northlake Pkwy/Cooledge Rd @ Lawrenceville Hwy (US 29)

Task 2: Brockett Rd @ Railroad Ave and Lawrenceville Hwy (US 29)

A. Traffic Engineering Study in conformance with GDOT guidelines – Task 2 only

- 1) Analysis of existing and proposed conditions.
- 2) Peak hour traffic counts.
- 3) Analysis of crash history.
- 4) Recommended improvements.
- 5) Benefit/Cost Ratio

B. Data Collection and Survey Services – Task 1 & 2

Prepare topographic and property survey in accordance with GDOT Automated Survey Manual. The selected consultant would be responsible for producing surveys in order to provide appropriate field information to produce easement, right-of-way and construction drawings. The survey information should extend 10 to 20 feet beyond the public right-of-way, should easements or property acquisition be required to implement the project. The following survey items are anticipated to be included in the scope of work:

- 1) Establish Survey Control.

- 2) Field-run topographic survey for the project limits. Data collected shall be sufficient for a 1-foot contour interval.
- 3) Provide property lines and rights of ways (including roadways and swales within ROW).
- 4) Provide boundary lines between adjoining properties and identification of owners, including name, mailing address, and phone number.
- 5) Field survey visible planimetric features including existing edge of pavement, centerline of road, curb and gutter, sidewalk, signs, etc.
- 6) Field survey existing storm drainage systems (types, sizes, inverts, and end treatments) located within the survey corridor.
- 7) Field survey for front property evidence.
- 8) Develop a Digital Terrain Model (DTM) in electronic format.
- 9) Prepare property database in electronic format.
- 10) Survey above ground utility features including poles, risers, boxes, valves, manholes, etc.
 - a. Provide existing rim and invert elevations of storm drainage system and catch basins.
- 11) Provide Subsurface Utility Engineering (SUE) Quality Level B (Non-GDOT Format) within the project limits.
 - a. Provide location of all utilities including but not limited to drainage structures, storm and sanitary sewer, power and communications poles, gas lines, water lines, fire hydrants, location of all existing roof drainpipes which are located in sidewalks between building face and curb, etc.
 - b. Provide same utility information on all private utility providers for gas, water, telephone, cable, etc. The surveyor is responsible for acquiring both private and public utility information and shall coordinate getting this information from private agencies.
- 12) Depict utility pole connectivity.
- 13) Depict sanitary sewer and storm drain connectivity.
- 14) Provide all of the above survey information in electronic data formatted to GDOT specifications. No reproducible plots will be required.

C. Preliminary Design – Task 1 & 2

- 1) Facilitate associated meetings, submittals, and approvals. Coordinate with project stakeholders including City of Tucker, Tucker-Northlake CID, and DeKalb County.
- 2) Prepare preliminary design documents, utilizing the preliminary concept design prepared by Kimley-Horn (Exhibit B).

- 3) Prepare detailed cost estimates of the work.
- 4) Attend preliminary field plan review meeting. Address comments from City staff, Tucker-Northlake CID, and other parties.
- 5) Prepare MS4 Report and Documentation.
- 6) Prepare all documentation and displays for public meetings.
- 7) Prepare utility plans and coordinate with utility owners.

D. Right-of-Way Plans – Task 1 & 2

Prepare right-of-way drawings and site-specific easement drawings describing the areas of permanent or temporary easements and the installations therein, suitable for recording, for each property fronting the Project Area for which an easement is necessary – either permanent or temporary/construction. A property-specific drawing will be required for each individual easement/parcel to be acquired.

E. Final Design and Construction Plans – Task 1 & 2

- 1) Provide Construction Plans. These plans include the following:
 - a) Horizontal road alignment which complies with GDOT and AASHTO design criteria.
 - b) Prepare Typical Section for the proposed road as follows: 11' wide travel lanes, 2' curb & gutter, 2' grass strip, 6' sidewalk trail.
 - c) Utility Plans based on SUE Level B data collected. (provide a SUE estimate as an alternate fee)
 - d) Erosion Control Plans and associated details. Note that if the disturbed area exceeds one acre, a three-phase erosion control plan must be submitted and approved by the Georgia Soil & Water Conservation Commission.
 - e) Preliminary construction plans to include Cover Sheet, Index, Roadway Plans, Roadway Cross-Sections (50-foot intervals), road profile, driveway profiles, and Signing & Marking Plans.
 - f) Longitudinal drainage design including flow rate and gutter spread calculations.
 - g) Retaining wall plans if required.
 - h) Geotechnical borings (4 maximum).
- 2) Provide limits of cut/fill and required right-of-way and/or easements necessary to construct the project.
 - a) The selected consultant will be responsible for developing right-of-way certification drawings for City Attorney review and approval. In addition, the design firm must provide drawings for all easements required, to include adjoining property boundaries, easement boundary and size in acres, and owner name, address and phone number.

- 3) Prepare a final quantity take-off (included in the plan set) and develop an Opinion of Construction Costs estimate.
- 4) Prepare a hydrology report and feasibility report for post-construction BMP compliance.
- 5) Submit a 24"x36" pdf plan set to the City of Tucker for review and comment.
- 6) Finalize utility coordination and relocation plans.
- 7) Prepare all necessary documents for approvals, including, but not limited to, final plans, specifications, special provisions, certification packages.
- 8) Attend final field plan review meeting. Address comments from City staff, Tucker-Northlake Community Improvement District, and other parties.
- 9) Address City review comments and issue Final Construction Plans in pdf format.

G. Permitting – Task 1 & 2

Prepare all necessary documentation for permits from the City, GDOT, Georgia EPD, DeKalb County, utility owners and others, as necessary.

H. Meetings and Miscellaneous – Task 1 & 2

1. Attend project meetings with City staff.
2. Two meetings with appropriate GDOT personnel
3. One meeting with CSX Transportation
4. Attend public meeting (one anticipated)
5. Attend property stakeholder meetings
6. Recommendations for potential construction funding opportunities

DELIVERABLES

Final design plans, CAD files and supporting documentation. These documents are including, but not limited to:

1. Traffic Study
2. Database
3. Preliminary Plans
4. Right-of-Way Plans, Plats and Exhibits
5. Final Plans

CONCEPT DOCUMENTS PROVIDED FOR REFERENCE

Data Collection Memos – North/South Connectivity Study (11/28/23)
Benefit/Cost Analysis Worksheet – Lawrenceville Hwy @ Northlake/Cooledge
Safety Screening Memo – Lawrenceville Hwy @ Northlake/Cooledge (5/16/24)
Concept Design – Lawrenceville Hwy @ Northlake/Cooledge
Concept Design – Lawrenceville Hwy @ Brockett
North / South Connectivity Study (July, 2023)

EXHIBIT B
Technical Requirements and Proposal Instructions

Project Oversight and Staffing

The successful offeror 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.

1.0 RFP STANDARD INFORMATION

1.1 Authority

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

1.2 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.

1.3 Receipt of Proposals and Public Inspection

1.3.1 Public Information

All information received in response to this RFP, 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.

1.3.2 Procurement Officer Review of Proposals

Upon opening the Proposals received in response to this RFP, 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.

1.4 Classification and Evaluation of Proposals

1.4.1 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 RFP; or the Proposal is not within the plans and specifications described and required in the RFP. If a Proposal is found to be non-responsive, it will not be considered further.

1.4.2 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 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.

1.4.3 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 RFP 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.

1.4.4 Completeness of Proposals

Selection and award will be based on the offeror’s Proposals and other items outlined in this RFP. 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.

1.5 City’s Rights Reserved

Issuance of the RFP 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 RFP;
- reject any or all Proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP 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.

1.6 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.

Pre-qualification with the Georgia Department of Transportation in the following Area Classifications are required:

The **Prime Consultant or subconsultant** **MUST** be prequalified by GDOT in the area classes listed below:

Number	Area Class
3.02	Urban Roadway Design
3.06	Traffic Operations Studies
3.07	Traffic Operations Design
3.09	Traffic Control Systems Analysis, Design and Implementation

The **Team** (either the Prime Consultant and/or one or more of their sub-consultant team members) **MUST** be prequalified by GDOT in the area classes listed below. The Prime is to perform at least 51% of the value of the work.

Area Classifications: 1.06 (a) thru (f), 1.09, 1.10, 3.02, 3.03, 3.09, 3.10, 3.15, 5.01, 5.02 and 9.01.

3. The City of Tucker will expect to liaison with a single project manager representing the prime consultant firm and the sub-consultants.
4. The City may select the best qualified consultant based on the information received from interested firms as a result of this solicitation.
5. City of Tucker reserves the right to cancel any and all Request for Proposals at any time when it is determined to be in the best interest of the City.
6. City of Tucker also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
7. 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.

8. 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 RFP.
9. Incomplete submittals will not be considered. Late submittals will not be accepted.

2.0 PROPOSAL SUBMISSION AND EVALUATION

2.1 Process for Submitting Proposal

2.1.1 Preparation of Proposal

Each Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical 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.

2.1.2 Packaging of Proposal

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.

2.2 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 RFP 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 RFP 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.

2.2.1 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 are submitted
4. All documents requiring an original signature or notarization have been signed and notarized

2.2.2 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. 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 Recommendation Committee's highest ranked firm will be presented to City Council for approval. City Council has the final authority for selection of the highest ranked firm.

2.2.3 Technical Proposals Evaluation

The Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFP. The RFP 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 and Approach – 40 points

Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and the desired outcomes for the project.

2. Similar Experience – 30 points

Successful proposers will have experience completing similar projects which should be demonstrated by providing case studies (of no more than two pages each) describing three projects that best match the scope and desired outcomes for this project. Each case study should highlight any similarities to the proposed Tucker project. For each case study, a reference and contact information should be provided. The city may request samples of the comparative works during the proposal review process.

3. Project Personnel – 20 points

Successful proposers will provide information on personnel (of no more than one page each) to be assigned to this project. Personnel should have experience of similar projects and/or in fields necessary to complete the proposed scope of work.

4. Pricing – 10 points

Successful proposers will provide their most competitive pricing.

2.2.4 Site Visits and Oral Presentations

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

2.2.5 Submittal Requirements

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

1. Submittals of firm information and Proposals should be no more than twenty (20) 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 intersection design or related projects completed (including construction costs) 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. One page of the proposal shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11” x 17” in size. Additional information should not be added on this page. Note: This page is included in the 20-page limit for the submission.
5. Provide the names of key personnel (Principal, Project Manager, Lead Engineer, Surveyor, QC/QA Engineer, etc.) who will perform the work. Personnel information should include professional registrations [type, number, and state(s) where registered], years of experience, years with firm, actual work performed by the individual and experience with drafting and design software to be used (name and version).
6. 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 RFP 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. Resumes will not be counted toward the 20-page limit.

7. The consultant's proposed project manager shall be identified.
8. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.
9. The consultant should provide a minimum of five (5) references.
10. 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 RFP, 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. Financial reports will not be counted toward the 20-page limit.

2.3 Rejection of Proposals/Cancellation of RFP

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 RFP at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

2.4 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.

3.0 TERMS AND CONDITIONS

3.1 RFP Amendments

The City reserves the right to amend this RFP 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.

3.2 Proposal Withdrawal

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

3.3 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.

3.4 Conflict of Interest

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

3.5 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. The City encourages all companies to sub-contract portions of any City contract to minority business enterprises, however there is no minimum DBE requirement for this project.

3.6 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.

3.7 Compliance with Laws

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

3.8 Governing Terms

This RFP 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.

3.9 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.

3.10 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.

3.11 Insurance

Consultant 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 the City of Tucker as an "additional insured" and the 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.

3.12 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.

3.13 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.

3.14 No Assignment

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

3.15 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.

3.16 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.

3.17 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 Consultant and supersedes all other oral or written Proposals, purchase orders, invoices, agreements and communications between City and Consultant 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.

3.18 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.



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:	RFP 2024-024 Lawrenceville Road Intersection Improvements Design

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: _____



PROPOSED SUBCONSULTANTS FORM: RFP 2024-024

Please complete this form and return as part of your bid package when it is submitted.
If no subconsultants are proposed, please indicate "N/A".

Name of Proposer _____

1. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided and GDOT Area Class (if applicable):

2. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided and GDOT Area Class (if applicable):

3. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided and GDOT Area Class (if applicable):

Duplicate if needed.

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:
