

REQUEST FOR PROPOSAL

Shallowford Road Scoping Study

RFP 21-003

Proposal Due Date and Time
August 6, 2021 (by 12:00 PM)



Section 1.0 – Introduction/Overview

1.1 Purpose/Objective

The City of Doraville (hereinafter, “City”) has issued this Request for Proposal (hereinafter, “RFP”) for the sole purpose and intent of obtaining proposals from interested and qualified Offerors to collect and analyze data, engage the public, create alternative concepts, and complete a Draft GDOT Concept Report for a Shallowford Road Scoping Study.

1.2 Background

1.2.1 City of Doraville: The City of Doraville is a community of approximately 10,500. Doraville currently covers approximately five square miles. The City limits last expanded in 2014 when additional parcels from Unincorporated DeKalb County were annexed into the City.

The median age in Doraville is 31.8 years old. The median income is \$42,482. The City is ethnically diverse and cherishes its multicultural character with populations from Asian/Pacific and Latin countries. It is not uncommon to find a Hispanic grocery store next door to an Asian restaurant.

The community offers a variety of distinct neighborhoods and housing stock. Its single-family homes generally have large lots with old growth trees. We are proud that within the City is a neighborhood listed on the National Registry of Historic Places.

The City was, and remains, approximately seventy-five to eighty percent (75 to 80%) commercial, with much of the retail area spread along Buford Highway. Several areas of the City are undergoing redevelopment from industrial and commercial to mixed-use to include residential, commercial, and industrial uses all within the same development project.

The City has an updated Comprehensive Plan that covers the entire city. Guided by the Comprehensive Plan, the City has commenced a needed review and changes to its Zoning Ordinances as well as rezonings of properties. Rezoning are anticipated to continue over the next year and Zoning Ordinance updates are ongoing.

1.2.2 Project Partners and Budget: The City of Doraville has partnered with the City of Chamblee and the Chamblee Doraville Community Improvement District (CD CID) to undertake this project. Our organizations share boundaries and borders within the project extents, and there are synergies in our organizations that establish this project as a shared priority for multi-modal transportation.

Via the Transportation Improvement Program (TIP), \$100,000 has been committed for the City of Doraville to study Shallowford Road via an 80-20 match. Further, the City of

Chamblee and the CD CID have provided additional funding. The total amount committed for this scoping study is \$120,000, and all contributing organizations will be engaged throughout the entire process.

1.3 Expectations

The City of Doraville is requesting proposals from qualified consultant firms to develop project concepts that improve safety, mobility, and access to all roadway users along Shallowford Road, resulting in a Draft GDOT Concept Report Form and Shallowford Road Study Summary Report. The services are to be provided in accordance with terms, conditions, and specifications contained within this solicitation document.

NOTE: See Scope of Work for complete details.

1.4 Inquiries

Direct questions related to the RFP should be submitted to Naomi Siodmok, Director of Planning and Community Development. Submissions should be in writing via e-mail to naomi.siodmok@doravillega.us. Please include the RFP number, page, and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Offerors must clearly understand that the only official answer or position of the City will be the one stated in writing and that answers will be sent to all Offerors.

Firms are advised that from the date of release of this RFP until award of the contract, NO contact with City personnel or City officials is permitted, except as authorized by the contact person listed above. Any such unauthorized contact will result in the disqualification of the firm's submittal.

1.5 Method of Source Selection

The City is using the Competitive Sealed Proposals method of source selection for this procurement.

An award, if made, will be made to the responsible Offeror whose proposal is most advantageous to the City, taking into consideration the factors set forth in this RFP. The City of Doraville reserves the right not to make an award.

1.6 No Commitment

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparations or submission of proposals, or costs incurred in making necessary studies for the preparation thereof or to procure or contract for services or supplies. The City reserves the right to reject any or all proposals received in response to this RFP and to

negotiate with any of the vendors or other firms in any manner deemed to be in the best interest of the City. The City reserves the right to negotiate and award only a portion of the requirements; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, at its sole discretion to add new considerations, information or requirements at any stage of the procurement process, including during negotiations with vendors; and reject proposal of any vendor that has previously failed to perform properly or in a timely manner contracts of a similar nature, or of a vendor that, in the opinion of the City, is not in a position or is not sufficiently qualified to perform the contract.

This RFP contains no contractual proposal of any kind, any proposal submitted will be regarded as a proposal by the vendor and not as an acceptance by the vendor of any proposal by the City. No contractual relationship will exist except pursuant to a written contract document signed by the authorized procurement official of the City and by the successful vendor(s) chosen by the City.

1.7 Projected Timetable*

The following projected timetable should be used as a working guide for planning purposes:

RFP Notice Issued: July 7, 2021

Date for Receipt of Questions: July 20, 2021

Addendum Issued for Pre-Proposal Questions: July 21, 2021

Proposals Due: August 6, 2021 (by 12:00 PM)

Selection Committee Recommendation: August 11, 2021

City of Doraville Mayor/Council approval: August 18, 2021

Contract(s) Execution: By August 25, 2021

*The City reserves the right to adjust this timetable as required during the course of the RFP process.

NOTE: All times are Eastern Time (ET).

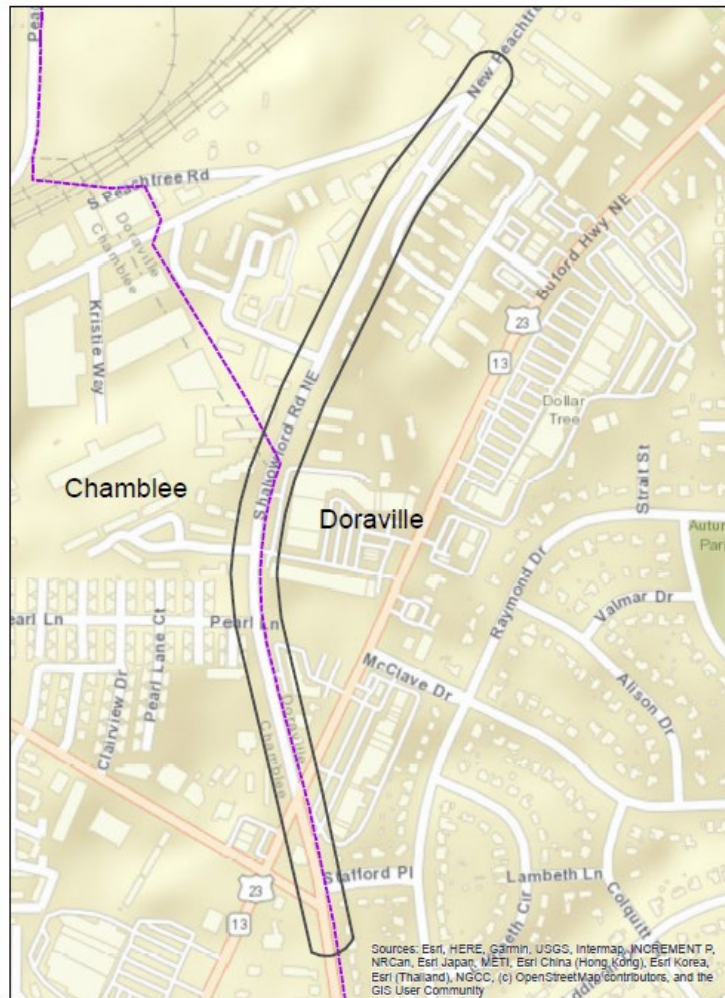
Section 2.0 – General Description of Required Performance Outcomes

At a minimum, the Offeror must achieve and maintain the performance outcomes listed below and remain consistent with performance standards agreed to by all parties through a contract as a result of this RFP. Offerors may also propose additional performance outcomes beyond those minimally required.

2.1 Scope of Work

2.1.1 General: The work to be accomplished is in support of the Atlanta Regional Commission (ARC) Regional Transportation Planning Study Program (AR-038-2123).

2.1.2 Area Covered: All the necessary services provided will support the development of a concept based on existing conditions, technical analysis, public input, agency coordination among Chamblee, Doraville, and the Chamblee Doraville Community Improvement District (CD CID), and an alternatives analysis. This study will cover Shallowford Road between North Peachtree Road and Chamblee Dunwoody Road, inclusive of the approaches to these intersections (see image below). The study area may extend beyond these limits if needed for logical termini purposes.



2.1.3 Goal: The Regional Transportation Planning Study (RTPS) program provides local governments and Community Improvement Districts funds for transportation plans, corridor studies, and feasibility studies that support the goals and objectives of the Atlanta Region's Plan. The purpose of these studies is to develop project concepts that improve safety, mobility, and access to all roadway users, while also preparing them for advancement to Scoping and/or Professional Engineer phases (in future TIP project solicitations).

2.1.4 Project Considerations & Objectives: In the [2010 Doraville Downtown Master Plan](#),

Shallowford Road from Buford Highway to New Peachtree Road is identified as a key stretch for the incorporation of pedestrian facilities. Desired improvements include a cycle track and sidewalks, landscaping, pedestrian lighting, and pedestrian crossing signals. This project was then submitted to ARC for TIP consideration in October 2019 as a way to continue the New Peachtree Road improvements down Shallowford Road.

The purpose of this study is to develop a multimodal, environmentally sensitive, and cost-effective roadway improvement solution and to study the feasibility of alternatives in improving the efficiency, operations, and safety of Shallowford Road. The study will make project recommendations based on the following objectives:

- Consistency with local and regional planning documents including the mobility plans for Doraville, Chamblee, and the CD CID.
- Consistency with ARC's and GDOT's complete streets and other design policies, and incorporation of FHWA's "Proven Safety Countermeasures" where appropriate.
- Involvement of all stakeholders in the study area with a specific effort to reach senior, low-income, minority, and limited English proficiency stakeholder populations.
- Potential to minimize environmental impacts, including (but not limited to) innovative stormwater management concepts and best management practices.
- Ability for the project to improve urban form.

This scoping study will be completed with the engagement of the City of Chamblee, CD CID, and the City of Doraville. Though Doraville will be the point of contact, feedback on items must be collected from all agencies, and all agencies are to be engaged through the entirety of the process.

2.1.5 Work Tasks: The work to be accomplished under this contract is divided into the following tasks:

Task 1 – Project Management

The City of Doraville shall establish a Project Management Team (PMT) that includes, at a minimum, City project manager, consultant(s), and representatives from ARC, City of Chamblee, and the CD CID. A kick-off meeting will be held with the project management team to discuss the goal of the study and refine the scope. The consultant will develop a Project Management Plan to identify approaches for communication, coordination, QA/QC, and schedule management after the kick-off meeting. The project management team will meet with the consultant monthly, at a minimum. Additional representatives and staff may be included, as needed.

Deliverables:

- Kick-off meeting and meeting summary
- Project Management Plan

- Meeting minutes for PMT meetings

Task 2 – Existing Conditions

Conduct a thorough assessment of existing conditions in the project corridor.

Tasks include:

- Review previous plans and studies, engineering design plans for planned and programmed transportation projects in the study area, and developments that are underway, permitted, or programmed.
- Collect (or create) and analyze GIS information for the corridor including, but not limited to, roadway facilities (vehicular and non-motorized), MARTA bus stops and ridership, right-of-way, intersection locations, driveway locations, speed limit, traffic volumes, crash locations, parcel boundaries and property owners, above ground utility locations (power poles, lights, etc.), current land use and regulations, zoning and other policies that affect the study area, and environmental features.

Deliverables:

- Depository of GIS information, plans, and report

Task 3 – Technical Analysis

- Study and assess the urban form and policies in the corridor based on data collected in Task 1, noting factors such as locations and spacing of driveways, placement of buildings and parking on private properties.
- Analyze traffic in the corridor, including collecting traffic and pedestrian counts along high priority segments and intersections determined in consultation with GDOT. Conduct a crash analysis to understand incident hot-spots and crash types over the last five years.
- Conduct an environmental analysis at a typical desktop screening level to determine potential impacts, and the need for avoidance or mitigation, as relates to environmental, cultural, and historic resources, that include, but need not be limited to, the following:
 - MS4 permits;
 - Floodplains, wetlands, stream buffers, and erosion potential;
 - Existence of underground storage tanks and other similar infrastructure or assets;
 - Threatened and endangered species; and
 - Other resources typically covered by NEPA.
- Research right-of-way (ROW) information for the preferred alternatives to

determine number of parcels, driveways, easements, property owners, potential relocations and other impacts, and estimated costs for acquisitions including easements. This may include a formal ROW survey as deemed appropriate or necessary by the City and its agency partners.

- Identify existing utilities that could be impacted by any of the alternative concepts identified.

Deliverables:

- Existing Conditions Analysis Document

Task 4 – Public Involvement & Agency Coordination

The goal of this task is to develop a planning outreach process that promotes the involvement of all stakeholders in the study area. A concerted effort to reach out to senior, low-income, minority, and limited English proficiency (LEP) stakeholder populations should be made. The City and its consultants will be responsible for designing an effective and innovative public involvement program with input from ARC. The outreach process will include the following:

- The City and consultant team will seek input and comments from a project advisory group of major stakeholders. This group will include, at a minimum, representatives from City of Doraville, ARC, GDOT District 7 Office, the Chamblee Doraville CID, the City of Chamblee, and adjacent property owners, business owners, and residents. A variety of techniques will be used to engage these stakeholders, such as in-person/virtual meetings, conference calls, focus groups, and/or stakeholder interviews.
- The City will conduct public involvement meetings to engage and educate the public about design alternatives and potential impacts, as well as seek input and consensus on preferred concept, typical sections, or improvements.
- The City and consultant team will use the public involvement process to select a preferred alternative for the Shallowford Road project. The means by which this preferred alternative is selected may be combined with other components of the outreach and involvement process, such as through web-based tools and resources, in-person or virtual public meetings, or other forms of engagement.
- Project information will be uploaded to a project website (hosted by the City or the consultant) to provide basic project information to the public, will include project materials, meeting summaries, and design alternatives being considered, and shall provide the opportunity to leave feedback. Project information and opportunities for input will also be shared on social media.

Deliverables:

- Stakeholder and Public Engagement (SPE) Strategy
- Project website and communication materials
- Meeting and Activities Summary
- Selection of a Preferred Alternative

Task 5 – Alternatives Analysis & Concept Plan Development

This task covers the most substantial definition and advancement of the Shallowford Road project. The consultant team will prepare a concept layout, typical sections, and a Draft GDOT Concept Report for a complete street project featuring both bicycle and pedestrian facilities and generally intended to connect to the portion of New Peachtree Road currently moving into construction in Doraville. The project concept will be based on the existing conditions, technical analysis, and public involvement efforts of previous tasks. Specific elements shall include:

- Two concepts (preferred and alternative) and typical sections for the corridor.
- Evaluation of ways to minimize environmental impacts, including (but not limited to) innovative stormwater management concepts and best management practices.
- Consistency with ARC’s and GDOT’s complete streets and other design policies, and incorporation of FHWA’s “Proven Safety Countermeasures” where appropriate.

The team will combine these efforts with the public involvement process of Task 2 to select a preferred concept alternative, or as appropriate, create this out of elements of the two alternatives previously defined. This will become the basis for defining the overall project, and this task will also include early steps for advancing the project in GDOT’s Plan Development Process.

Deliverables:

- Preparation of a Draft GDOT Concept Report for the preferred alternative concept, which includes analysis of potential environmental impacts, ROW (temporary and permanent), a traffic analysis based on parameters defined by GDOT, utility relocation cost estimates, and a concept layout and typical sections. This is to be approached as though it were a full Concept Report that would satisfy the appropriate requirements of the GDOT Plan Development Process and should include appropriate coordination with both ARC and GDOT’s assigned representatives to the project. The consultant team will seek review and comments of the Concept Report from appropriate GDOT staff

and will address one set of GDOT comments; the consultant team will not be responsible for securing GDOT's ultimate approval of the Concept Report.

- Preparation of an implementation schedule that identifies the logical phases of implementation, potential funding or implementation partners, responsibilities, cost estimates, timeline, and potential sources of funding for each phase of the preferred alternative.

Task 6 – Prepare Final Project Deliverables

The following shall be developed and submitted to ARC in the format indicated below:

Deliverables:

- Shallowford Road Study Summary Report: Prepare a document summarizing the goals of the project, methodology, existing conditions, technical analysis, public involvement process, alternatives considered, and preferred alternative. Include concept layout and typical sections for preferred alternative. This is the 'public facing' document that illustrates the scoping study process and leads readers to understand how this study further developed the idea for the project and brought it to a preferred alternative concept.
- Completed Draft GDOT Concept Report Form, including appendices and supporting data. This assumes that much of the analytical work for the Concept Report has been completed in previous tasks, especially Tasks 1 and 3, and that this effort is simply completing the form and addressing any remaining questions.

3.0 Offeror's Responsibilities

Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from any obligation to comply with every detail and with all provisions and requirements of the Contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Offeror.

4.0 Terms and Conditions of Contract for Services

By submitting a response to this RFP, Offerors agree to execute a contract substantially in the form as provided by the City (Appendix E).

5.0 Proposal Cost Format

Offerors **must** respond to this RFP by utilizing the Cost Proposal form found in Appendix B. The Cost Proposal form will be used as the primary representation of each Offeror's cost/price and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Offeror's cost/price. One Original Cost Proposal shall be submitted in a separate, sealed opaque envelope marked "Cost Proposal" with Offeror's Name, RFP #, RFP Name, and Due Date/Time. Additional Cost proposal sheets shall not be included in proposal original or copies.

6.0 Instructions for Proposal

6.1 Compliance with the RFP

Proposals must be in strict compliance with this RFP, **including completion of the Request for Proposal Response Sheet and the SAVE Affidavit**. Failure to comply with all provisions of the RFP may result in disqualification.

6.2 Acknowledgement of Insurance Requirements

By signing its proposal, the Offeror acknowledges that it has read and understands the insurance requirements for the RFP. The Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Offeror's proposal.

COVERAGES

LIMITS OF LIABILITY

Workers Compensation: Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen’s compensation coverage for the State of Georgia.

Comprehensive General Liability Insurance:

Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
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Comprehensive Auto Liability Insurance:

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

Excess Umbrella Liability:

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
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6.3 Payment and Performance Bond

No payment/performance bond is required.

6.4 Delivery of Proposals

Submit seven (7) hard copies and one (1) electronic copy of the written proposal. Technical proposal is limited to a maximum of 20 pages. Pages may be front and back, so the electronic copy may be up to 40 pages. Tabs, required forms, and cost proposal shall not count against the page count.

All proposals are to be sealed and delivered on or before 12:00 PM (EST), on August 6, 2021.

The City will not accept any proposals received after the date/time stated herein and shall request Offeror to make arrangements to retrieve late proposals.

The City shall not bear the responsibility for proposals delivered past the stated date and/or time, or to an incorrect address by Offeror’s personnel or by the Offeror’s outside courier.

Send Proposals To:

Proposal 21-003 – Shallowford Road Scoping Study
Attn: City Clerk, City of Doraville
3725 Park Avenue
Doraville, GA 30340

6.5 Evaluation of Proposals (Procedure)

The City will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the proposal format required for this RFP.

The City shall then score all proposals based upon the evaluation factors detailed herein (Appendix D).

Upon completion of the scoring, the City may recommend short-listing the proposals that are potentially acceptable.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the City may request presentations by Offerors and carry out contract negotiations for the purpose of obtaining best and final offers.

The City reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Offeror nor obligates the City in any manner.

The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

All RFP responses shall be documents subject to the Georgia Open Records Act and public documents. Any materials considered to be "proprietary" by the Offeror should be clearly marked; however, a final decision as to the exemption of same from the Open Records Act shall be in the full discretion of the City.

6.6 Ambiguity, Conflict, or Other Errors in the RFP

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. The City will make modifications by issuing a written revision and posting a written notice on the City website. (www.doravillega.us)

The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the proposal prior to submitting the RFP, or it shall be waived.

6.7 Proposal and Presentation Costs

The City will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

6.8 Rejection of Proposals

The City reserves the right to accept or reject in whole or in part any or all proposals submitted. The City shall reject the proposal of an Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsiveness.

6.9 Acceptance of Proposals

The City shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.

6.10 Requests for Clarification of Proposals

Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the Offeror's pricing information contained in its proposal.

6.11 Validity of Proposals

All proposals shall be valid for a period of one hundred twenty (120) days from the submission date.

6.12 Technical Response Format

Organization of Proposal: Offerors must organize their submission in the following format with tabs separating each section.

Proposals shall include the following information:

- Title Page - List the RFP subject, the name of the firm, address, telephone number, name of contact person, and the date.

Tab 1 – Firm Information

- Letter of Transmittal - Make a positive commitment to perform the required work within the time period. Also, give the name(s) of the person(s) who will be authorized to represent the firm, their title, and telephone number.
- Name, address, and telephone number of the firm’s owners, and full information about the corporate structure of the submitting firm.
- Location of the firm’s primary place of business for legal purposes and any subsidiary offices, years of business, and types of services offered.

Tab 2 – Key Personnel

- Names and qualifications of personnel to be assigned to the project identified on an org chart.
- Resumes of principal associates and key personnel proposed to have primary responsibility for the project, including a central point of contact to coordinate project details and troubleshoot issues.
- Current and projected workload, including a list of all projects contracted for or anticipated.

Tab 3 – Understanding of Scope of Work

- Indicate your understanding of the scope of work by describing your firm’s approach, including specific illustrations of the procedures to be followed.
- Tell us about your firm’s experience, background, staff capabilities, and examples of work, where your work will actually take place, and why the cities should hire your firm.

Tab 4 – Similar Projects and References

- Provide complete project history for minimum of four (4) similar projects.

Tab 5 – Litigation

- A list, with exact case name, number, and court, of all lawsuits in which the consultant or affiliated firm is, or has been involved in, over the last ten (10) years, as well as a list of all settlements or arbitrations in which the firm was involved during the same period.

Tab 6 – Required Forms and Additional Information

- All executed forms and appendices, except for Appendix B.
- Any additional information that will allow the cities of Doraville and Chamblee as well as the Chamblee Doraville Community Improvement District to accurately evaluate the firm’s capability.

6.13 Cost Proposal Format

- Include cost certification on Appendix B.
- Breakdowns are to be shown separately for each item Task under “Scope of Work.”
- The consultant shall be responsible for all required resources to include but not limited to computers, surveys, outside consultants, etc.

APPENDIX A

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Doraville

1. _____ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.
2. _____ **Note the Procurement Agent's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Agent by the due date listed in the *Schedule of Events* and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the City’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, etc.
8. _____ **Check the City website for RFP addenda.** Before submitting your response, check the City website at <http://www.doravillega.us> to see whether any addenda were issued for the RFP. **If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.**
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.

APPENDIX B

Cost Proposal Form

The Offeror shall present:

- Breakdowns are to be shown separately for each item Task under “Scope of Work.”
- Detailed description of additional services included within the projected budget and beyond the Minimum Project Scope Requirements.

Award will consider price and additional services to be included, but price and additional services included will not be the sole, determining factor.

Proposal Price Certification

In compliance with the attached specification, the undersigned understands the City’s minimum scope requirements.

The undersigned offers and agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of proposal opening, that the undersigned will furnish any or all of the deliverables and additional services offered, at the budgeted price, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURES _____

PRINT / TYPE NAME _____

CONTACT’S PHONE NUMBER _____

CONTACT’S EMAIL ADDRESS _____

APPENDIX C

Affidavit Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Doraville, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Doraville Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit [circle one] for: _____
_____ [Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant

Date

Printed Name

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

___ DAY OF _____, 20__.

*

Alien Registration number for non-citizens

Notary Public

My commission expires:

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

APPENDIX D

(DOES NOT NEED TO BE SUBMITTED WITH PROPOSAL)

EVALUATION CRITERIA

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The Evaluation Committee will review all proposals received and determine a ranking based on the information provided in response to all information required for this RFP. As previously indicated, the Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations/ demonstrations with one or more selected Offerors.

The selection of the winning proposals will be based on a numerical scoring system. There are five categories by which the proposals will be evaluated. The proposals will be assigned a score for each non-Pass/Fail category: **1 (poor), 2 (below average), 3 (average), 4 (above average) or 5 (excellent)**. Each category will be weighted as shown.

1. Previous Comparable Experience	30%
2. Understanding of Project and Value of any Additional Services Offered	30%
3. References	20%
4. Cost	20%
Total Evaluation	100%

If necessary, the Evaluation Committee may determine to create a short-list of the top scoring firms. These firms may be invited to an Interview/Presentation in order for the Committee to determine the most qualified firm for this project. In the event of an Interview/Presentation phase, only the selected firms will receive further evaluation. The scoring will be solely based on the assessment of the Interview/Presentation.

APPENDIX E

CITY OF DORAVILLE SERVICE AGREEMENT



SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made this _____ day of _____, 20xx, by and between [insert company name] (hereinafter "Contractor"), address of [insert company street address] and the City of Doraville, Georgia, a municipal body politic and corporate, (hereinafter "City of Doraville").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing [INSERT service description -IN A FEW WORDS]; and

WHEREAS, City of Doraville has a need to acquire the services described in the Scope of Services AND/OR Contractor Proposal attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for City of Doraville; and

WHEREAS, City of Doraville wishes to acquire the Services from Contractor;

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

1. **Services.**

Contractor hereby agrees to render the Services to City of Doraville as set forth in the Scope of Services AND/OR Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of a "full time coordinator"/whatever title applies or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, City of Doraville shall pay to Contractor the fee described in Exhibit B, attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** As described in Exhibit B.

3. **Relationship of Parties.**

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

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

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

4. Term.

This Agreement shall become effective as of the date of its execution and terminate without further obligation of the City on December 31 of the year of execution. The term of the contract will be contingent upon annual appropriations of funds by the City of Doraville City Council. Thereafter, the contract shall have _____ automatic one (1) year renewals for an additional calendar yearly terms not to exceed _____ years unless otherwise terminated by the City no later than sixty (60) days prior to the conclusion of the year of execution or any renewal year.

5. Termination.

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

- a. If City of Doraville fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If City of Doraville or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated without cause by the City upon written notice thirty (30) days prior to the effective date of termination.

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

6. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to City of Doraville all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof. Contractor shall promptly deliver an inventory of any contractually required supplies acquired on behalf of the City under the Agreement for confirmation if payment has or has not already been made by the City, before ownership of said supplies is declared. Possession will then be taken by the party having paid for the supplies.

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

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

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

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT G, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

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

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

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

Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Doraville, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit H and incorporated herein by this reference.

11. **Non-Discrimination**

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

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

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

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

12. **Assignment.**

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

13. **Notices.**

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

If to City of Doraville:

INSERT NAME

City Manager

3725 Park Avenue

Doraville, Georgia 30340

With copies to:

INSERT NAME

City Attorney

3725 Park Avenue

Doraville, Georgia 30340

If to Contractor:

[INSERT INFORMATION FOR CONTRACTOR]

With copies to:

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

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

15. **Waiver of Breach.**

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

16. **Force Majeure.**

Neither Party will be liable to the other Party for failure to perform any of its obligations under this Agreement to the extent such performance is hindered, delayed or prevented by Force Majeure.

A Party which is unable, in whole or in part, to carry out its obligations under this Agreement due to Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notification with full particulars of the event or occurrence, is required as soon as reasonably possible.

A Party claiming Force Majeure will diligently use all reasonable efforts to remove the cause, condition, event or circumstance of such Force Majeure, will promptly give written notice to the other Party of the termination of such Force Majeure, and will resume performance of any suspended obligation as soon as reasonably possible after termination of such Force Majeure.

For purposes of this Agreement, “**Force Majeure**” will mean causes, conditions, events or circumstances which are beyond the reasonable control of the Party claiming Force Majeure. Such causes, conditions, events and circumstances will include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, arrests and restraints of the Government, either federal or state, inability of any Party hereto to obtain necessary materials or supplies at market costs or permits due to existing or future rules, orders and laws of governmental authorities (both federal and state), interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage will be considered Force Majeure if the Party claiming Force Majeure has not caused the condition and the cause of the condition was out of the control of such Party Force Majeure could include any other causes, whether of the kind herein enumerated or otherwise not within the

control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to overcome.

17. **Disputes**

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

18. **Severability**

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

19. **Entire Agreement.**

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

20. **Headings.**

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

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

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

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

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

23. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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

CITY OF DORAVILLE, GEORGIA

By: _____

Mayor / City Manager [as required]

Date of Execution

ATTEST:

By: _____

City Clerk

Approved as to Form:

By: _____

City Attorney

(SEAL)

Contractor Company Name

By: _____

Name:

Typed or Printed Name

Title

Date of Execution

ATTEST:

By: _____

Secretary

(SEAL)

Witness

EXHIBITS

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

EXHIBIT A

SCOPE OF SERVICES AND/OR CONTRACTOR PROPOSAL

ATTACHED

or if small details, spell out on this page and remove word "Attached"

EXHIBIT B

FEE SCHEDULE

ATTACHED

or if small details, spell out on this page and remove "Attached"

If appropriate, can add:

NOT TO EXCEED \$xx,xxx.xx (spell out numbers & NO/100 US DOLLARS) etc.

Also, depending on the vendor include or not:

"Contractor to provide City of Doraville with updated W-9 IRS form"

EXHIBIT C

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

I hereby certify that I am a principle and duly authorized representative of _____

_____, ("Contractor"), whose address is _____

_____.

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

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

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

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

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

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

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

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

Contractor has:

____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

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

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

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

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

Signature: _____

Name Printed: _____

Dated: _____

EXHIBIT D

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

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

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

Signature: _____

Name Printed: _____

Dated: _____

Exhibit E

**Affidavit Verifying Status
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Doraville, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Doraville license/permit for:

1) _____ I am a United States citizen **(Must include copy of either Georgia Driver's License, Passport, or Military ID)**

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver's License, Military ID, or Passport)**

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

Signature of Applicant: _____ **Date:** _____

Printed Name: _____

***Alien Registration number for non-citizens:** _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

Notary Public: _____ **My Commission Expires:** _____

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

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Doraville has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2021

NOTARY PUBLIC

(seal)

EXHIBIT G

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

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

1. **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. **Solicitations for subcontracts, including procurements of materials and equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
 - (b) Cancellation, termination or suspension of the Contract, in whole or in part.

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

EXHIBIT H

INSURANCE REQUIREMENTS

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

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence/ \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The

Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. **Fidelity Bond (Employee Dishonesty)** in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:
 - (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
 - (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
 - (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

Certificate Holder should read: **The City of Doraville**
 3725 Park Avenue
 Doraville, Georgia 30340

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

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

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