

# **REQUEST FOR QUALIFICATIONS**

**RFQ #23-32**

## **ROCKDALE COUNTY, GEORGIA**

**December 12, 2023**

### **SAFE STREETS FOR ALL (SS4A) ACTION PLAN**



**ROCKDALE COUNTY FINANCE DEPARTMENT  
PROCUREMENT OFFICE  
958 Milstead Avenue  
CONYERS, GA 30012  
770-278-7552**

**INTRODUCTION:**

Rockdale County is requesting Competitive Sealed Qualifications for the **Safe Streets for All (SS4A) Action Plan**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

**PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this RFQ and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Adrienne Brown, Buyer, at [Adrienne.m.brown@rockdalecountyga.gov](mailto:Adrienne.m.brown@rockdalecountyga.gov) or the following address:

Rockdale County Finance Department  
Purchasing Division  
Attn: Adrienne Brown  
958 Milstead Avenue  
Conyers, GA 30012  
Phone: (770) 278-7557, Fax: (770) 278-8910  
E-mail: [Adrienne.m.brown@rockdalecountyga.gov](mailto:Adrienne.m.brown@rockdalecountyga.gov)

To maintain a "level playing field", and to assure that all Consultants receive the same information, Consultants are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the Consultant.

**STATEMENT OF QUALIFICATION COPIES FOR EVALUATION:**

Two (2) hard copies, one (1) original hard copy, one (1) photocopy, and one (1) USB Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked "Original" and the Copies clearly marked "Copies."*). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

All SOQ materials must be completed and enclosed in a sealed envelope prior to submittal. The RFQ number and vendor's name must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted proposals may be rejected.**

**CONTRACT TERM:**

The Contract Term will be 18 months.

**DUE DATE:**

Sealed qualifications will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, January 4, 2023**. Request for Qualifications received after this time will not be accepted.

**QUESTIONS AND CLARIFICATIONS:**

All questions and requests for clarifications concerning this RFQ must be submitted to the Purchasing Division via email to [Adrienne.m.brown@rockdalecountyga.gov](mailto:Adrienne.m.brown@rockdalecountyga.gov) or at the above address no later than **2:00 p.m., local time, on Thursday, December 28, 2023.** It shall be the consultant's responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

**ADDENDA:**

Answers to questions submitted that materially change the conditions and specifications of this RFQ will be issued in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

**It is the proposer's responsibility to check the Rockdale County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), Bid Opportunities for any addenda that may be issued, prior to submitting a SOQ for this RFQ.**

**LOCAL VENDOR PREFERENCE POLICY**

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bids, Request for Qualifications and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitation to Bids. A copy of the Policy may be downloaded from the County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov) Bid Opportunities.

The Local Vendor Preference Policy: will \_\_\_\_\_ / will not  apply to this RFQ.

**OPEN RECORDS**

The contents of the qualifications will not be made public until after an award and contract has been executed.

**QUALIFICATIONS OF OFFERORS:**

Proposers must have a current business license from their home-based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFQ.

**DEBRIEFINGS:**

In lieu of Post-Award debriefings, Rockdale County's will provide the "Selection Package" at the time of the Selection Announcement (also referred to as the Announcement of Entering into Negotiations). The "Selection Package" will include the scores of phases for all firms who responded and will typically be provided as a PDF file and e-mailed.

**FINANCIAL STABILITY**

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

**SELECTION PROCESS:**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

**EVALUATION CRITERIA:**

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

- Staffing and Availability – Evaluation of the list of personnel specifically assigned to the RFP proposed project, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed project. Organization and Staffing, evaluation of the workload of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the Proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County. **(30%)**
- Experience/Performance – Review of personnel qualifications and experience. Management approach to projects, past performance on projects of similar nature and complexity as the proposed project. Evaluation of client references including but not limited to references submitted in qualification response; overall responsiveness to County's needs. Provider financial capability, qualifications, and experience. **(40%)**
- Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy, and responsiveness to the required information of the request for proposals. **(30%)**

**INTERVIEWS**

Interviews may be scheduled. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

**INSURANCE:**

Before starting any work, the successful consultant must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Consultant shall maintain in full force and effect the following insurance during the term of the Agreement:

<u>Coverages:</u>	<u>Limits of Liability:</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
 Professional Liability	 \$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Consultant shall deliver to the County a certificate or policy of insurance evidencing Consultant's compliance with this paragraph. Consultant shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Qualifications (RFQ) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:  
 Rockdale County, Georgia  
 958 Milstead Avenue  
 Conyers, GA 30012

**AWARD OF CONTRACT**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a consultant different than the consultant recommended by the Procurement Office and/or Evaluation Committee.

**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

Vendors submitting a Qualification package in response to this RFQ must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFQ package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

**GENERAL INFORMATION**

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

**WITHDRAWAL OF PROPOSAL:**

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

**REJECTION OF PROPOSAL:**

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

**NON-COLLUSION AFFIDAVIT:**

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

**INTEREST OF:**

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.



## STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFQ No. **23-32** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Emailed or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
  - i. Federal I.D. #58-6000882
  - ii. Sales Tax Exempt #308750008
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

## I. Scope of Work

**A. General:** Rockdale County Board of Commissioners is soliciting proposals to develop the Rockdale County, Georgia Safe Streets for All (SS4A) Action Plan from firms or team of firms experienced in transportation planning and engineering. This project is funded by the Federal Safe Streets and Roads for All Action Plan Grant with matching dollars coming from the Rockdale County Local Funds. Therefore, all activities must be performed in strict adherence to applicable federal regulations.

<b>Milestone</b>	<b>Schedule Date</b>
Planned Draft Action Plan Completion Date:	July 01, 2024
Planned Action Plan Completion Date:	February 01, 2025
Planned Action Plan Adoption Date:	April 01, 2025
Planned SS4A Final Report Date:	June 01, 2025

## **B. Background and Objectives:**

Rockdale County, GA will develop an Action Plan with the goal of eliminating roadway fatalities and serious injuries by a certain percentage and date determined by the plan. A selected consultant will plan meetings and combine public input, data analysis, and statistics into a plan. County staff will be charged with supervising the implementation and monitoring.

A baseline will be developed from studies of the frequency of crashes, severity of injuries, areas, times, driver ages, law violations, weather conditions, lighting, traffic volume and prevailing types of crashes. A consideration of systemic and specific safety needs will also be performed to employ low cost, high impact strategies that can improve safety. This plan will also include a Sidewalk and Pedestrian Access Policy, which will then be incorporated into the County's Unified Development Ordinance. While this benefits all citizens, it specifically benefits the County's underserved communities.

Rockdale County's roadway network is as rural as it is urban. Given this, coupled with the deficiencies in the County's developmental history, this Community Action Plan will not only need to take into consideration the safety of the traveling public, but improving response time for emergency services as well.

Rockdale County has adopted a Resolution of Support for the Grant Application which affirms the County's commitment to inclusive Community Engagement including a variety of public and private stakeholders. This Community Engagement effort will result in a Community Action Plan that will adopt innovative technologies or strategies to promote safety and equity; and will incorporate evidence-based projects or strategies.

Engagement methods will include gathering of information from holding English and Spanish public meetings at multiple Rockdale County community centers especially within disadvantaged communities with a virtual attendance option. They will present to clubs and area groups, post a survey and video on all participating government's websites, coordinate with the Rockdale County Sheriff Office (RCSO) PIO, post notifications of the survey in the local newspaper, provide hard copies of surveys to several key locations around the county, and utilize Rockdale County Public Relations to post the latest updates on social media platforms.

The selected consultant will review and assess road development policies and guidelines, County strategies, comprehensive plans, economic development plans and other transportation manuals to

identify standards and guidelines to prioritize transportation safety.

Using local data, best evidence and practices, stakeholder input, and countermeasures that address prevailing crash types, strategies and projects will be developed with a timeline. Prioritization will be given to potential of reducing crash rates and eliminating safety concerns.

### **C. Work Tasks:**

Specific objectives, which must be provided and are listed in Section B, Background and Objectives, are identified, but consultants may propose additional ones that contribute to the successful completion of the project and meet overall project objectives.

Below is the complete scope of work and schedule the Rockdale County, Georgia Safe Streets for All Action Plan:

## ***Rockdale County, Georgia Safe Streets for All Action Plan***

### ***Scope of Work/Services***

#### **Primary Objectives**

- a. Analyze existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across Rockdale County;
- b. Analyze the location where there are crashes, the severity, and contributing factors and crash types;
- c. Analyze the systemic and specific safety needs as needed, such as high-risk road features, specific safety needs relevant to road users, etc.;
- d. Create a geospatial identification of higher risk locations;
- e. Engage with the public and all relevant stakeholders, including community groups and the private sector;
- f. Incorporate feedback received through public engagement into the safety action plan;
- g. Facilitate inter- and intra-governmental cooperation and collaboration amongst Rockdale County, City of Conyers, GDOT, FHWA, RCSO, etc.;
- h. Create an equitable and inclusive representative process, including in project identification and access;
- i. Identify underserved communities through data;
- j. Develop a plan that includes consideration for current policies, plans, guidelines, and standards, including consideration of how to improve safety;
- k. Develop a plan that discusses implementation through the adoption of revised or completely new policies, standards, and guidelines;
- l. Create a comprehensive list of projects and strategies to address safety, including time ranges for when projects and strategies can realistically be deployed;
- m. Create a project prioritization strategy;
- n. Discuss within the plan how progress will be measured over time, including utilizing outcome data;
- o. Provide assistance with BOC presentations and agenda items;
- p. Create a project webpage for staff and public to monitor progress and provide input as needed.

#### **Key Safety Action Plan Dates:**

- **4/1/24:** Planned Action Plan Kick Off Date
- **7/1/24:** Planned Draft Action Plan Completion Date
- **2/1/24:** Planned Action Plan Completion Date
- **6/1/24:** Planned Action Plan Adoption Date (before)
- **6/1/24:** Planned SS4A Final Report Date

### Schedule

#### 1. **Project Initiation (April 2024)**

- i. Kickoff meeting
- ii. Review of previous plans and documents
- iii. Discuss stakeholder expectations
- iv. Review existing legislation and policy
- v. *Deliverables:* Kickoff meeting, list of stakeholders, final detailed scope, schedule, and public outreach plan

#### 2. **Data Collection and Existing Conditions Analysis (April 2024 - June 2024)**

- i. Collect base map data and information from local jurisdictions as needed
- ii. Collect and begin analysis of crash data
- iii. Complete inventory of existing roadways and pedestrian infrastructure
- iv. Complete inventory of existing and planned roadway and pedestrian projects
- v. *Deliverables:* Base maps of existing roadway conditions, active and planned projects, crash trends and hotspots

#### 3. **Development of Draft Rockdale County, Georgia Safe Streets for All Action Plan (Due July 2024)**

- i. Consultant will provide a Draft Rockdale County, Georgia Safe Streets for All Action Plan
- ii. Consultant is expected to collaborate with GDOT, FHWA, and RCSO as needed.
- iii. *Deliverables:* Draft Rockdale County Safe Streets for All Action Plan documents and supporting map packages, project lists, etc.

#### 4. **Public Involvement (July 2024 - November 2024)**

- i. Consultant is expected to host at least two informational meetings with the public in which local stakeholders will be in attendance.
- ii. Consultant is expected to create an online survey to be used to engage with citizens on existing projects and issues as well as to engage on draft project lists created later in the project.
- iii. Consultant is expected to establish a website for the project, where information on the project and schedule will be available to the public, and online public surveys will be hosted.
- iv. Consultant will engage with the public through media releases and an e-mail list established on the project website.
- v. *Deliverables:* Project website, online communications with public, informational meetings with the public, summary of informational meeting with the public, public engagement schedule posted on project website

**5. Development of Final Rockdale County, Georgia Safe Streets for All Action Plan (November 2024 – May 2025)**

- i. Consultant will develop Final Rockdale County, Georgia Safe Streets for All Action Plan
- ii. Final Rockdale County, Georgia Safe Streets for All Action Plan will be adopted by the Rockdale County Board of Commissioners before June 1, 2024
- iii. *Deliverables:* Final Rockdale County Safe Streets for All Action Plan documents and supporting map packages, project lists, etc.

***Public Participation Strategy***

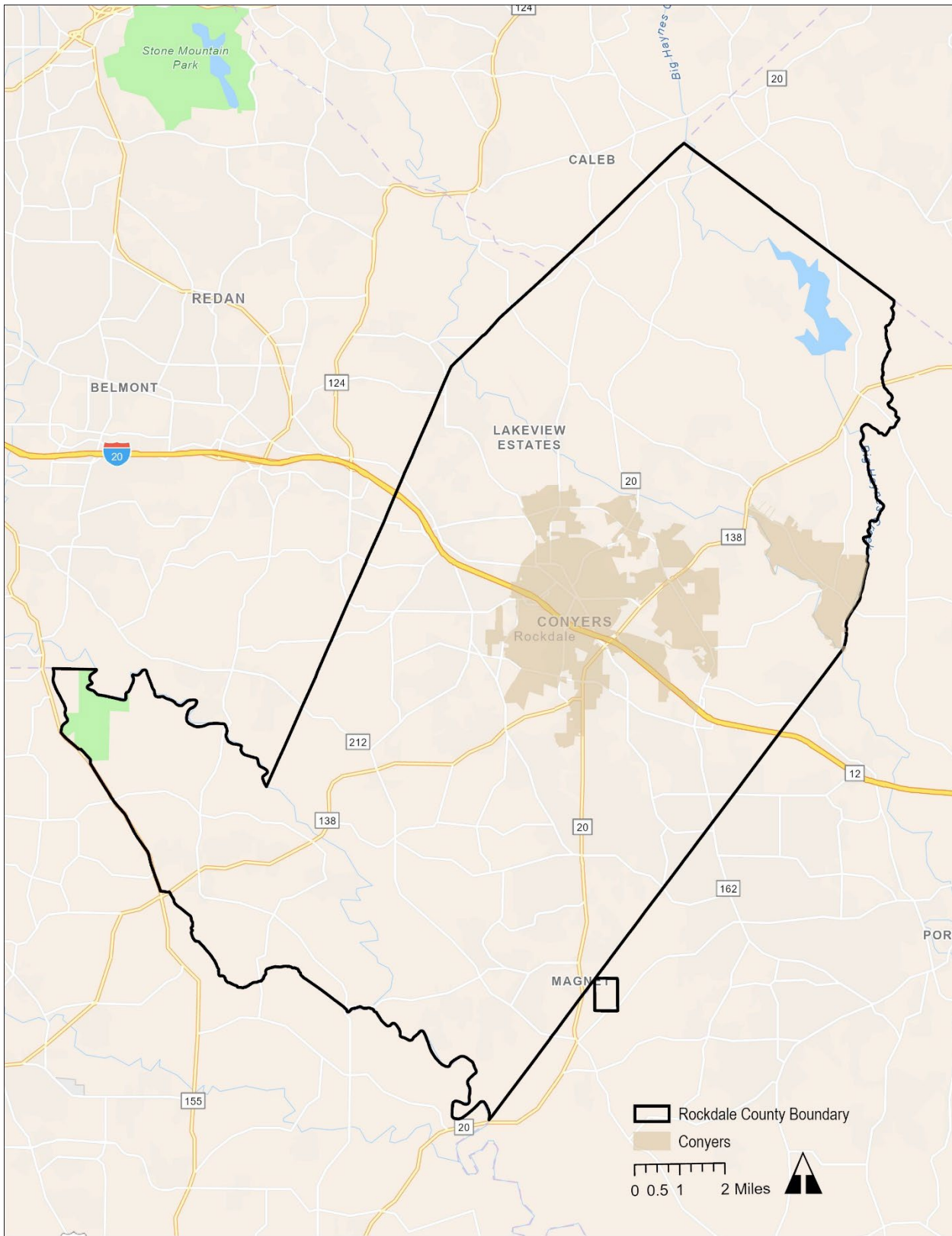
**Primary Objectives**

- a. Provide an avenue for the public to learn about the developing plans on a central website;
- b. Provide both in-person and online public comment opportunities regarding the project objectives, project selection, etc;
- c. Continue soliciting community input on transportation desires and concerns throughout the agreed upon public involvement period;
- d. Specifically reach out to low income, minority, and non-English speaking communities, and;
- e. Gauge community reaction to potential new transportation and safety solutions for the area.

***Deliverables***

- Rockdale County, Georgia Safe Streets for All Action Plan document
- Safety Action Plan Executive Summary Provided in a PowerPoint format
- GIS project shapefiles for all identified projects and crash data

**Figure: Rockdale County, Georgia**



## 2. Selection Process

### Steps to Award

The Evaluation Committee will recommend award of the contract to the highest scoring company(s). Upon the County's award of contract, the County will present an agreement to the selected contractor(s) for execution. If execution of this agreement with the selected Contractor is unsuccessful, the County retains the right to negotiate with the lower ranked Contractor(s) and so on, until reaching a satisfactory agreement.

- Step 1:** The Evaluation Committee will evaluate the bidder's responses according to the criteria as described herein, and score and rank the proposals. The County reserves the right to request clarification of information provided and to request additional information required to assist in the evaluation process.
- Step 2:** Purchasing will then open the Cost Proposals and score the responses. Purchasing will combine these results with the results of Step 1 scoring. After this scoring, Purchasing will rank the highest scoring proposers on a short list.
- Step 3:** The Evaluation Committee may schedule interviews with the short list bidders. All costs associated with the interview (if required) will be at the expense of the proposing Bidder.
- Step 4:** Based upon the results of the proposals, references, and the interviews, the Purchasing Division along with the Evaluation Committee may negotiate with the Contractor(s) ranked highest in an attempt to reach agreement. If negotiations with the highest ranked firm are unsuccessful, the County may negotiate with the second ranked Contractor, and so on until reaching a satisfactory agreement.

## ARTICLE 1

### SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

# PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

## **PART I: Proposal Summary**

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

## **PART II: Addenda Acknowledgements (if applicable)**

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

## **PART III: Vendor Information:**

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	



**ROCKDALE COUNTY BOARD OF COMMISSIONERS  
NON-COLLUSION AFFIDAVIT OF VENDOR**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the Vendor that has submitted the attached RFQ;

(2) He is fully informed respecting the preparation and contents of the attached RFQ and of all pertinent circumstances respecting such RFQ;

(3) Such RFQ is genuine and is not a collusive or sham RFQ;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFQ in connection with the Contract for which the attached RFQ has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFQ or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFQ are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

## Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

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:

\*  
\_\_\_\_\_  
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
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 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.

\_\_\_\_\_

**Certification of Absence of Conflict of Interest  
For Development of Specifications or Scope of Work**

*Required for each contract or arrangement to prepare or develop specifications or requirements  
(O.C.G.A. § 36-80-28)*

The undersigned Consultant, who is entering into a contract or arrangement with Rockdale County to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said Rockdale County certifies that:

- 1. Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of Rockdale County, as may be related to the project.
- 2. Consultant discloses below any material transaction or relationship currently known to Consultant that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Consultant, or the Consultant’s employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

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- 3. Consultant shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
- 4. Consultant acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the Rockdale County, entitling Rockdale County to seek injunctive relief in addition to all other legal remedies.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Printed Name & Title of Authorized Official

\_\_\_\_\_  
Date

## PROFESSIONAL DESIGN SERVICES AGREEMENT

*The County reserves the right to make any changes to this contract as it is only a Sample.*

This Professional Design Services Agreement (the "Agreement") entered into on this day of \_\_\_\_\_, 2023, between \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "Consultant") and ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, 962 Milstead Avenue, Conyers, Georgia 30012 (hereinafter "County"); and

WHEREAS, the County desires to engage the services of Consultant to provide master plan design services for the Transportation Department; and

WHEREAS, Consultant is qualified to perform this service and desires to render design services to the County as provided herein.

NOW THEREFORE, the County engages the services of Consultant for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

**1. SCOPE OF SERVICES.** Consultant shall provide master plan design services to the County for the Transportation Department, (hereinafter "Project"), and as described in the Consultant's Scope of Services dated \_\_\_\_\_, attached hereto and made a part hereof, and hereinafter referred to as the "Services", and as specified herein in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession. Should there be any conflict between the terms of the Scope of Services and the terms of this Contract, the terms of this Contract shall be final and binding. Consultant shall provide, at their expense, fully qualified personnel necessary to complete the Project. This service shall be performed at the direction of the Director of Transportation or his designee and consistent with all Federal, State and Local laws.

The Consultant shall visit the Project sites and become familiar with local conditions involved in carrying out this Agreement. The Consultant may request that a representative of the County be present during site visits.

The Contract Documents and Scope of Services are considered essential parts of this Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all design services necessary to complete the Project in an acceptable manner, ready for use by the County.

## **2. CONSULTANT'S RESPONSIBILITIES**

2.1 The Consultant's Responsibilities are outlined in the Scope of Services and shall include, but not be limited to, Research, Information Assembly, Interviews, Steering Committee meetings, Workshops, Focus Groups, and Public Input Meetings as necessary to complete the scope of services.

2.2 The Consultant shall review with the County all data and shall perform analysis according to best practices and as outlined in the Proposal.

2.3 The Consultant shall prepare a Preliminary Master Plan and will present to staff and to the

County Commissioners.

2.7 The Consultant shall provide the final Master Plan in digital and printed format as described in the Scope of Services.

### 3. USE OF CONSULTANT'S DRAWINGS

The Drawings, Specifications and other documents prepared by the Consultant for the Project are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The County shall be permitted to retain copies, including reproducible copies, of the Consultant's Drawings, Specifications and other documents for information and reference in connection with the County's use and occupancy of the Project.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

4. PAYMENT. The County shall pay to Consultant the not to exceed lump sum fee of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars for the Work provided under this Agreement. No expenses shall be reimbursed.

Consultant's Proposal shall constitute the not to exceed project budget for Services as outlined in this Agreement and County shall pay Consultant the lump sum total as set forth in the Proposal. Consultant shall submit monthly invoices to County in a format acceptable by the County. The County shall endeavor to make payment to Consultant within thirty (30) days from receipt of invoice.

5. PERFORMANCE OF SERVICES. The manner in which the services are to be performed, and the specific hours to be worked by Consultant shall be determined by Consultant. The County will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement for the fee provided in Section 2 of this Agreement.

6. TERM/TERMINATION. This Agreement shall become effective upon approval by the County and shall continue through \_\_\_\_\_, unless terminated in writing by either party as set forth in this section.

If the Project is suspended by the County for more than 45 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension.

This Agreement may be terminated by the County upon not less than 7 days' written notice to Consultant in the event that the Project is permanently abandoned. If the Project is abandoned by the County for more than 90 consecutive days, the Consultant may terminate this Agreement by giving written notice.

Either party, upon giving 30 days written notice, may terminate this Agreement at any time without cause. Termination of this Agreement by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have

under this Agreement.

Upon such termination, Consultant shall be entitled to collect only the outstanding fees incurred based upon the work completed as of the day of termination. In the event of termination, Consultant shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within twenty (20) days of receipt thereof.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to the County and not an employee of the County.

8. INDEMNIFICATION. Consultant agrees to hold harmless and indemnify County, its Directors, Officers, and employees from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons or damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation and defense thereof, to the extent caused by a negligent act, error or omission of Consultant, or as a result of defective services under this Agreement.

9. ASSIGNMENT. The Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

10. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the County:

Rockdale County, Georgia  
Attn: Department of Finance – Purchasing Division  
P. O. Box 289  
Conyers, Georgia 30012  
Tina Malone  
770-278-7552  
Email – [tina.malone@rockdalecountyga.gov](mailto:tina.malone@rockdalecountyga.gov)

IF for Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and

enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Georgia.

15. CORPORATE AUTHORITY. Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

16. INTERPRETATION. Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

17. VENUE & JURISDICTION. The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

18. BINDING EFFECT. This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

19. FURTHER ASSURANCES. The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

20. ENTIRE AGREEMENT. This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and

are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

IN WITNESS WHEREOF, The County and Consultant have executed this Agreement by their duly authorized representatives on the date and year first above written.

Rockdale County, Georgia

Consultant

By: \_\_\_\_\_  
Osborn Nesbitt, Sr., Chairman

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Witness:

\_\_\_\_\_  
Jennifer Rutledge, County Clerk

By: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
M. Qader A. Baig, County Attorney



## REFERENCES

**Instructions:** Type or clearly print all information.

### **Reference #1**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

### **Reference #2**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

**Reference #3**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PROPOSER'S CHECKLIST

\_\_\_\_\_ **TWO (2) HARDCOPIES (one (1) original, one (1) photocopy) and ONE (1) FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

\_\_\_\_\_ **Proposal Form (See Page 16)**

\_\_\_\_\_ **All Applicable Affidavit Forms (See Pages 17-18)**

\_\_\_\_\_ **References (See Pages 25-26)**

\_\_\_\_\_ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**

\_\_\_\_\_ **Proof of Business License**

**The purpose of this checklist is to remind proposers of the documents generally required for the SOQ submittal. It is the proposer's responsibility to include additional documents requested in the RFQ that may not be shown on the checklist.**