October 19, 2021
Request for Qualifications
Consultant Services
Freight Profile Update
Proposal Ref. #22-021R

Sealed statements of qualifications and proposals will be received at the Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia 31701, until **5:00 pm EST, on November 23, 2021,** from Consultants with a strong record in successfully assisting local governments with collecting and organizing relevant freight planning data; creating relevant performance measures and applying them to identify freight issues.

The City of Albany strongly encourages Small Business firms to participate in this RFQ. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with their response.

Firms that wish to join in a consortium must designate one firm as the principal or lead firm. Consortiums will be evaluated according to the same requirements as a single firm.

Any interested and qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. No reimbursement will be made by the City of Albany for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation.

The City of Albany reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City of Albany reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

Documents and specifications are available at the Procurement Office, local access channel 16 or on the Georgia Procurement Registry.

INQUIRIES OR QUESTIONS: Should be submitted in writing to Kimberly M. Allen, Buyer, at the Procurement Division Office no later than **5:00 p.m., November 16, 2021**; electronic inquiries are acceptable at kiallen@albanyga.gov, cc: tewilliams@albanyga.gov and mtrotter@albanyga.gov. Replies of substance will be in writing, in the form of an addendum, and made available to all potential respondents.

City of Albany,

Yvette Fields, CPPB, NIGP-CPP
Director

CITY OF ALBANY
PROCUREMENT DIVISION
CENTRAL SERVICES DEPARTMENT
ALBANY, GEORGIA
INSTRUCTIONS TO RESPONDANTS

These instructions will bind Respondents to terms and conditions herein set forth,

1. The following criteria are used in determining which proposal is in the best interests of the city.
   (a) The ability, capacity and skill of Respondent to perform required service.
   (b) Whether Respondent can perform service promptly or within specified time.
   (c) The character, integrity, reputation, judgment, experience and efficiency of Respondent.
   (d) The performance of previous contracts.
   (e) The suitability of equipment or material for City/County use.
   (f) The ability of Respondent to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified.
3. All requested information should be included in submittal package. All desired information must be **signed** and included for your proposal to receive full consideration**. Failure to submit any required form will be cause for proposal to be rejected as non-responsive.**
4. All questions, inquiries and requests for clarification shall be directed to Procurement.
5. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of the City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by the City or County to terminate such contract, and the nature of such action shall be determined by the City or County and specified in the contract; (3) The contract shall state the total obligation of the City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the City or County.
6. Quote all prices F.O.B. Albany or our warehouse or as specified in proposal documents.
7. Each proposal shall be clearly marked on the outside of the package as a Sealed Proposal.
8. Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will attach to any City representative or employee for premature opening of proposal not properly addressed or identified.
9. Proposals received late will not be accepted, and the City will not be responsible for late mail delivery.
10. Should a proposal be misplaced by the City and found later it will be considered.
11. Proposals requiring bid security **will not** be read or considered if security is not enclosed. Security may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
12. All Respondents must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A Respondent at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
13. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or cost schedule are done at the risk of the Respondent.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the City to do so for the purpose of testing.
15. City will reject any material, supplies or equipment that do not meet the specifications, even though proposal lists the trade name or names of such materials on the price quotation form.
16. The unauthorized use of patented articles is done entirely at the risk of the successful Respondent.
17. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of seeking a proposal. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
18. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.

19. The successful Respondent on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
20. Respondents are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
21. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the consultant, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the consultant or release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment or supplies. The Respondent agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by the City or County.
22. Unless otherwise specified by the procurement officer all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on price quotation sheet.
23. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City/County or who has failed in any former contract with the City/County to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
24. Reasonable grounds for supposing that any Respondent is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he/she is interested.
25. Unless otherwise specified the City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the City/County.
26. The City reserves the right to waive any minor discrepancies, reject any or all proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
27. Failure of the Respondent to sign the offer or have the signature of any authorized representative or agent on the proposal **will** be cause for rejection of the proposal. Signature must be written in ink.
28. Any Respondent may withdraw his proposal at any time before the time set for opening of proposals. No proposal may be withdrawn without cause in the 60-day period after proposals are opened.
29. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the Respondent is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid Respondent of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said Respondent, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the Respondent, his executors, administrators, successors, or assigns, shall pay the amount of such excess to the City on notice by the Procurement Officer of the excess due.
30. If the Respondent proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on proposal.
31. Any complaint from Respondent relative to the Request for Proposals or any attached specifications should be made prior to the time of opening of proposals, otherwise such complaint cannot be properly considered.
32. Contracts may be cancelled by the City/County with or without cause with 30-day written notice.
33. **All Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid/proposal.**
34. **All bidders/Respondants should provide their tax identification number with the bid/proposal.**
35. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis of award for projects that are federally funded.**
36. The Respondent shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Respondent as well as any and all known subconsultants must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
37. **Prior to submitting proposal, check website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

PROCUREMENT FORM – Revised 4/20/2018

INFORMATION FOR RESPONDENTS

Summary

Dougherty Area Regional Transportation Study, on behalf of the local governments of Dougherty County, Lee County, and the Cities of Albany and Leesburg is soliciting the services of qualified consulting firm(s) for a Freight Profile Update. The scope of the project is to study the freight capabilities and infrastructure in the DARTS Study Area (all of Dougherty and Lee Counties). Funding is per supplemental planning grant PI 00180966 from the Georgia Department of Transportation in an amount of $50,000 ($10,000 local, $40,000 federal).

BACKGROUND

This is an update of the 2008 DARTS Freight Profile. The major tasks of this project include updating and organizing relevant freight planning data; creating relevant performance measures and applying them to identify freight issues; documenting data used or developed, assumptions made, process followed, and the results; and performing other tasks that are administrative or procedural. The DARTS MPO is responsible for making sure that freight movement and data is considered in the overall transportation planning process, both in its short- and long-range plans. The key to this study will consist of three components:

- Freight Assessment
- Strategy Development
- Public Participation

This update to the Freight Profile will build on data collected in 2008 by looking at the DARTS MPO's Multimodal Freight Network, Freight Generators, Network Use and Freight Corridors, and analyzing current highways. The profile will take into consideration high crash locations, bridge overpass heights, bridge weight restrictions, and rail segments with weight or speed restrictions.

The agreement resulting from this solicitation is expected to be a long-term agreement with services expected to begin as soon as possible after award.

SCOPE OF WORK

The City of Albany, Georgia is requesting statements of qualifications from professional consultant's licensed in the State of Georgia specializing in data collection and freight planning. The selected firm will be responsible for collecting and organizing relevant freight planning data; creating relevant performance measures (that are in line with our 2045 Long Range Plan) and applying them to identify freight issues; documenting data used or developed, assumptions made, process followed, and the results; and performing other tasks that are administrative or procedural. Selected firm or team will be required to meet with staff to establish the plan of action and schedule to meet the grant spending requirements the Scope of Work shall include but not be limited to the following:

1. Coordination
2. Freight Profile Steering Committee
3. Freight Stakeholder outreach
4. Administration
5. Scheduling

PUBLISHED REPORTS

It is agreed that articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

It is further agreed that all published reports shall include a disclaimer provision on the cover or title page in the following form:

> "The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as:

> "Prepared in cooperation with the Department of Transportation, State of Georgia, and the Federal Highway Administration."

It is further agreed that any information concerning the PROJECT, its conduct, results, or data gathered or processed shall not be released other than as required under the Georgia Open Records Act,

O.C.G.A. § 50-18-70, et seq. Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

INSURANCE

By execution of this agreement, the DESIGNATED AGENCY certifies to the DEPARTMENT that it and any subcontractors or consultants will maintain the following minimum amounts of insurance:

A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.

B. Public Liability Insurance as follows:

1. Each Occurrence Limit:	$1,000,000.00
2. Personal Injury/Death Limit:	$1,000,000.00
3. General Aggregate Limit:	$2,000,000.00
4. Products/Completed Ops.: Aggregate Limit	$2,000,000.00
5. Automobile Liability Limit:	$1,000,000.00 (Combined Single Limit)
6. Umbrella Liability:	$2,000,000.00

Insurance shall be maintained in full force and effect during the life of the contract, or amendments hereto, and shall protect the DESIGNATED AGENCY, its employees, agents and representatives from claims for damages, for personal injury, and death and for damages arising in any manner from the negligent or wrongful acts or failures to act by DESIGNATED AGENCY, its employees, agents, or representatives in the performance of the work covered by the contract, or amendments hereto.

NOTICE OF CONTRACTORS

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964 AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987 FOR FEDERAL-AID CONTRACTS

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 U.S. 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 this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement 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 the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b}.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement 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, to 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 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 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 Contractor 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 provision of paragraphs (1) through, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT 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 a 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 interests of the United States.

GENERAL CONDITIONS:

1. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:
   The consultant certifies, by submission of this proposal or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation.

2. Respondents must have been in business under the present company name for a minimum of one (1) year. The Principals of the present company shall not have been declared in default on any contract under any other name within the last five (5) years. Individuals assigned to this project must collectively have at least five (5) years of experience on projects of similar scope and complexity.

3. Proposers must be prequalified through GDOT prior to submittal. The successful Proposer will be required to provide the Secretary of States Certification of Incorporation prior to award of contract.

4. GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT: The successful Respondent will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subconsultants entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program.

5. Certificate of Non-Collusion: An executed copy of this form should accompany your submittal. (See Attached).

6. Governing Law & Venue: An executed copy of this form should accompany your submittal. (See Attached).

7. Indemnity: An executed copy of this form should accompany your submittal. (See Attached).

8. Debarred Bidders Certification: An executed copy of this form should accompany your submittal. (See Attached).

9. Drug Free Workplace: An executed copy of this form should accompany your submittal. (See Attached).

10. The contract resulting from acceptance of a proposal shall be in a form supplied or approved by the City and shall reflect the specifications in this RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFQ.

11. Lobbying: All firms and their agents who intend to or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of City of Albany Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the City from further consideration for this project.

12. Any response may be withdrawn up until the date and time set for closing of the submittal receipts. Any response not so timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days or until one of the submittals has been approved by the City Commission, whichever occurs first, to sell to the City the services described in this RFQ.

13. By submitting a response, the Consultant certifies that it has read and understands this Request for Qualifications and has full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

14. Termination for Convenience: This contract may be terminated in whole or in part by the City of Albany with the consent of the consultant in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the consultant upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.

15. Termination for Cause: In the event that the consultant shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the consultant written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The City may, in its discretion, provide the consultant an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the consultant shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the consultant, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the consultant to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the consultant shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

16. Excusable Delay: The Consultant shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a subconsultant, and if such default arises out of causes

beyond the control of both the Consultant and the subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery schedule.

17. Offeror Responsibility: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.

18. Affirmative Action: The Sub-Consultant will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

19. Prime Consultant Responsibilities: The Consultant will be required to assume sole responsibility for the complete effort, as required by this RFQ. The City will consider the Consultant to be the sole point of contact with regard to contractual matters.

20. Subconsultant: If any part of the work covered by this RFQ is to be subcontracted, the Consultant shall identify the subconsultant organization and the contractual arrangements made with same. All subconsultants must be approved, in writing by the City. The successful offeror will also furnish the corporate or company name and the names of the officers of any subconsultants engaged by the vendor. The City reserves the right to reject any or all subconsultants and require substitution of a firm qualified to participate in the work as specified herein.

21. Ownership of Material: Ownership of all data, material, and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

22. Insurance: SUBMIT WITH RESPONSE, specimen copy of Certificate of Insurance. Upon award of contract and prior to commencement of work under this contract, the selected consultant(s) shall provide the City of Albany with acceptable proofs of insurance coverage.

SUBMITTAL: One (1) Original, One (1) Electronic Copy (PDF) via USB or Email and (5) hard copies.

CITY OF ALBANY
PROCUREMENT DIVISION
222 PINE AVENUE, SUITE 260
ALBANY, GEORGIA 31701
PHONE: (229) 431-3211

Responses should be clearly marked on the outside as "Consultant Services – Ref. No. 22-021R".

The mailing address is P.O. Box 447, Albany, Georgia 31702, however, the City of Albany assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. The submittal must be signed by an official authorized to bind the offeror. Any submittal received after the stated time and date will not be considered and will be returned unopened to the firm.

Submittals may also be emailed to: coabidproposals@albanyga.gov.

The City of Albany reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City of Albany. The City of Albany reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

Respondents should list all components/disciplines required to successfully complete this project indicating the firm and/or individuals responsible and the percentage worth of that component/discipline to the entire project. (Example: Design - ABC Company - 70%)

Response should address all items included in the EVALUATION CRITERIA section below. Past performance on similar projects should be documented by references and other means. References should include name of contact and phone number and should be current. The scope of work, the elements and tasks therein and the method of accomplishment shall be outlined in the response.

Successful respondent shall provide a contract covering all the terms and conditions of this request and those agreed to in the negotiation. *A sample contract should be attached to the response.*

EVALUATION CRITERIA

The following criteria will be used in selecting the successful Respondent:

1. Demonstrates proven consulting experience developing and coordinating strategies and analyzing data. Administer public outreach efforts with stakeholders and committees. **20 points**

2. The verifiable present and past performance of the firm (s) as prime consultant/engineer(s) on other contracts in terms of quality of work and ability and experience to administer, manage and coordinate similar projects. **15 points**

3. Qualifications of the respondents as evidenced by the knowledge, skills, and experience of the firm's proposed team. **15 points**

4. The quality and effectiveness of the firm's past projects of similar scope including projects with state and federal funding. **15 points**

5. The firm's proposed work schedule. **15 points**

6. The firm's proposed project methodology and approach. **10 points**

7. Demonstrates an understanding of the planning process, budgeting, ability to schedule effectively and control quality and costs. **10 points**

EVALUATIONS, INTERVIEW AND NEGOTIATIONS

The selection process will be in accordance with the Brooks Act (Public Law 92-582) requirements. After review of the firm qualifications, a short-list of the top three firms will be determined. These firms may be invited for an interview with a panel of city representatives. After the interview process, the most highly qualified firm will be contacted to begin negotiations. If a fee is not agreed upon within a reasonable time with the top ranked firm, negotiations will conclude so that negotiations may proceed with the second-ranked firm. The negotiation process will continue until an agreement is reached with a ranked firm. Any negotiated agreement shall be presented to the City Commission for approval. Negotiated fees must comply with the funding source requirements.

Proposals will be evaluated by the City of Albany who will score the proposals on the evaluation factors listed. The City is an Equal Opportunity Employer. Further in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, the City does not discriminate on the basis of handicapped status in the administration or operation of its programs.

INQUIRIES OR QUESTIONS: Should be submitted in writing to Kimberly M. Allen, Buyer, at the Procurement Division Office no later than **5:00 PM, November 16, 2021**; electronic inquiries are acceptable at kiallen@albanyga.gov, cc: tewilliams@albanyga.gov and mtrotter@albanyga.gov. Replies of substance will be in writing, in the form of an addendum, and made available to all potential respondents.

COMPLETE AND SUBMIT

CERTIFICATION* OF *NON-COLLUSION

The bidder being sworn, disposes and says, _____

_____

The Consultant submitting this certification and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

GOVERNING LAW AND VENUE

Consultant agrees that as to any actions or proceedings arising out of or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Consultant further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Consultant will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Consultant's employees during the performance of the Contract; and

2. Each Consultant who hires a Subconsultant to work in a drug free workplace shall secure from that Subconsultant the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by _____.

WHEREAS_____ has submitted a proposal to ALBANY so as to provide _____.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the contract to _____.

_____ agrees to indemnify and hold harmless ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of _____, its officers, agents, or employees in connection with said proposal /award; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful misconduct of ALBANY. _____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority ____ day of _____, 2021.

[CORPORATE NAME]

By: _____

Title _____

Attest:_____

Title _____

[Affix Corporate Seal]

COMPLETE AND SUBMIT

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Consultant's Name:	
Address:	
Solicitation/Contract No.:	22-021R
Solicitation /Contract Name:	

CONSULTANT AFFIDAVIT

I understand that the City of Albany may not enter into a contract with _____(Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the **City of Albany** 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 Consultant will continue to use the federal work authorization program throughout the contract period and the undersigned Consultant will contract for the physical performance of services in satisfaction of such contract only with sub-Consultants who present an affidavit to the Consultant with the information required by O.C.G.A. § 13- 10-91(b). Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

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

_____

Name of Consultant

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

_____ _____

Printed Name (of Authorized Officer or Agent of Consultant) — Title (of Authorized Officer or Agent Consultant)

_____ _____

Signature (of Authorized Officer or Agent) — Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

_____

Notary Public My Commission Expires: _____ Approved 10/23/2020

COMPLETE AND SUBMIT

LOBBYING CERTIFICATION

The Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government-wide Guidance for New Restrictions on Lobbying," page 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.).
3. The undersigned shall require that the language of this certification be included in the award documents for sub awards at all tiers (including subconsultants, sub grants, and contract under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

THE OFFEROR,_____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC § 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____

Signature of Offeror's Authorized Representative

_____

Name & Title of Offeror's Authorized Representative