Board of Commissioners of Clayton County
Central Services Department
7994 North McDonough Street, Jonesboro, GA 30236
Phone: 770-477-3587 Fax: 770-477-3335
Website: https://www.claytoncountyga.gov/government/central-services

Carol J. Rogers, Chief Procurement Officer
Authorized Purchasing Agent for Clayton County

REQUEST FOR PROPOSALS
RFP #26-149 FREIGHT CLUSTER PLAN FOR CLAYTON COUNTY, GEORGIA

SCHEDULE OF EVENTS	DATE
Proposal Release Date:	**October 20, 2026**
Non-Mandatory Pre-Proposal Conference: A Non-Mandatory Pre-Proposal Conference will be hosted virtually by our staff and responsible person(s). Please register by sending an email to centralservicesbids@claytoncountyga.gov	**October 29, 2026 10:00 AM**
Deadline for questions: Questions must be submitted online at: https://www.bidnetdirect.com/georgia/claytoncounty	**November 5, 2026 3:00 PM**
Answers will be posted by addendum at: https://www.bidnetdirect.com/georgia/claytoncounty	**November 12, 2026**
All responses to this RFP must be submitted online at: https://www.bidnetdirect.com/georgia/claytoncounty. Vendors are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call Bidnet Direct's Support Team at 800-835-4603 ext. 2 for assistance.	**November 19, 2026 3:00 PM**
Oral Presentations and Interviews, if required	**December 28, 2026 – December 31, 2026**

THIS PROPOSAL SOLICITATION FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL		
COMPANY NAME:		**DATE:**
MAILING ADDRESS:		**PHONE:**
CITY:		**FAX:**
STATE:	**ZIP:**	**SSN OR FEDERAL TAX ID #:**
EMAIL:	**TITLE OF AUTHORIZED REPRESENTATIVE:**	
PRINTED NAME:	**AUTHORIZED SIGNATURE:**	

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INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **Services Required:** This Request for Proposals ("RFP") from qualified Proponents ("Proponent" or "Proponents") is for Freight Cluster Plans for Clayton County ("County"), Georgia. A detailed Scope of Services ("SOS") is set forth in this RFP.

2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the Clayton County Code of Ordinances including Code Sec. 2-114 - Competitive sealed proposal process. By submitting a proposal in reference to this solicitation, a Proponent acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the County's Code of Ordinances, which laws are incorporated into this RFP by reference.

3. **Minimum Qualifications:** Each Proponent and its team members shall have the minimum experience set forth in this RFP.

4. **Certificate of Authority to Transact Business in Georgia:** Each Proponent shall submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia. This requirement also applies to Joint Venture (JV) Team Members, Subconsultants, and Subcontractors.

5. **Business License:** Proponent is requested to submit a copy of its current, valid business license with its Proposal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid county or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is a not a Georgia corporation, Proponent is requested to submit a copy of its current, valid business license issued by its home jurisdiction.

6. **Professional License:** Proponent must attach a copy any professional license required by this RFP with its response.

7. **No Offer by County and Firm Offer by Proponent:** This solicitation does not constitute an offer by County to enter into a contract and shall not be construed by any Proponent to form a contract. This solicitation is only an invitation for offers from interested Proponents and no offer shall bind the County. A Proponent's offer is considered a firm offer and may not be withdrawn except as provided in this RFP, in the County's Code of Ordinances and other applicable law.

8. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and Twenty (120) calendar days from the Proposal Submission Deadline and must be marked as such.

9. **Proposal Submission Deadline:** Responses to this RFP will be accepted online at https://www.bidnetdirect.com/georgia/claytoncounty on **Thursday, November 19, 2026** by **3:00 P.M., Eastern Standard Time (EST).**

10. **Non-Mandatory Pre-Proposal Conference:** Non-Mandatory Pre-Proposal Conference has been scheduled for **Thursday, October 29, 2026 at 10:00 A.M., EST.** and will be hosted virtually by our staff and responsible person(s). Please register by sending an email to centralservicesbids@claytoncountyga.gov. Attendance at the Pre-Proposal Conference is voluntary for Proponents responding to this RFP; however, Proponents are encouraged to attend. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions during the Pre-Proposal Conference will not be authoritative. Each Proponent must be fully informed regarding all existing and expected conditions and matters, which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stating or discussed during the court of this Pre-Proposal conference shall be considered to modify, alter, or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents

11. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this RFP shall be submitted in writing by logging into https://www.bidnetdirect.com/georgia/claytoncounty on or before **Thursday, November 5, 2026 by 3:00 P.M., EST.** Questions received after the designated period may not be considered. Any response made by the County will be posted online at https://www.bidnetdirect.com/georgia/claytoncounty by addendum. No Proponent may rely on any verbal response to any question submitted concerning this RFP.

12. **All Proponents, and/or representatives of Proponents, seeking an award of a Clayton County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Department of Central Services employee named in the solicitation,** between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners, unless specified otherwise herein. **Attempting to influence the outcome of any given contract prior to a recommendation of award to the Board of Commissioners is strictly prohibited**. The Director of Central Services will review alleged violations of this prohibition. If the Director of Central Services determines that such a communication has compromised the competitive process, the proposal submitted by that Proponent may be disqualified from consideration for award, and that Proponent may, among other things, be placed on the ineligible source list. Violations of this prohibition may also be subject to prosecution under federal, state, or local laws. Clayton County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain unfair advantage in a procurement competition, and as outlined in **the County's Ethics Code found in Article 2, Section 70-61, et seq. and all other applicable policies.**

13. **Ownership of Proposals:** Each Proposal submitted to the County shall become the property of the County, without compensation to a Proponent, for the County's use, in its discretion. The County shall not be liable for any proposal preparation costs incurred by Proponents.

14. **Georgia Open Records Act:** Information provided to the County is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]" and any such documents shall be labeled as confidential by Proponent. All such information shall be clearly labeled as a trade secret or confidential and include the relevant cite to the Open Records Act.

15. **Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Contract that may be awarded pursuant to this RFP are set forth in Appendix B, Bonding and Insurance Requirements. Proponent must provide a copy of a current certificate of insurance evidencing any policies issued for Proponent as required in Appendix B. For purposes of this section, "Proponent" shall mean an individual, corporation, or other corporate entity submitting a proposal in connection with this solicitation, including each Joint Venture partner if Proponent is a Joint Venture.

16. **Applicable County Small Local Business Programs:** The SLBE Programs applicable to this solicitation are set forth in Appendix A, Contract Compliance Requirements, included in this RFP. By submitting a Proposal in response to this solicitation, each Proponent agrees to comply with such applicable SLBE Programs.

17. **Applicable Local Vendor Preference Program:** The Local Vendor Preference Program if applicable to this solicitation are set forth in Appendix D. The terms for this Program will only be set forth in the contract if the Proponent is submitting a proposal stating that it is a local vendor.

18. **Evaluation of Financial Information:** The County's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The County will review the Financial Information disclosed by Proponent and attached to this RFP. Further, if this RFP requires the successful Proponent to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Proponent if a Contract is awarded.

19. **Sub-consultants and Manufacturers:** Proponents are required to submit, in writing, the addresses of any proposed Subcontractors or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Subcontractors. County reserves the right to disapprove any proposed Subcontractors whose technical or financial ability, or resources, or experience are deemed inadequate.

20. **Examination of Proposal Documents:**

    20.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions, which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

    20.2 Each Proponent shall promptly notify County in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents.

    20.3 County may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time.

    20.4 Each Proponent must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.

    20.5 Solicitation cancellation or rejection of Proposals. The County may waive any technicalities and formalities in the proposals received. Additionally, this RFP may be canceled at any time, any or all proposals may be rejected in whole or in part, or the award may be deferred, where it is determined to be in the best interest of the County.

21. **Oral Presentations/Interviews:** Responsive Proponents may be required to make an oral presentation of their proposed solution to the County's Evaluation Committee. Representatives of the Key Personnel as identified in the Proponent's proposal, and those with decision making ability and authority speak on behalf of and to bind the Proponent, must be active participants in the oral presentation. If required, oral presentations will be held the week **of December 28, 2026 - December 31, 2026.** The County will notify responsive proponents of the date, time, and location for the presentation, and will supply an agenda or topics for discussion.

22. **Award and Execution of Contract:** If the County awards a Contract pursuant to this solicitation, such award shall be made to the responsive and responsible proposer whose proposal is determined to be the most advantageous to the County based upon the evaluation factors set forth in this RFP. The County will prepare and forward to the Proponent a Contract for execution substantially in the form of the Draft Contract included in this RFP. Changes may be made to reflect the specified portions of the Proponent's proposal, negotiated changes to the Scope of Services, and Cost Proposal Forms. All Proponents should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Proponent's response to the RFP. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, Proponent should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the contract by the Clayton County Board of Commissioners, the County will provide the Proponent with three (3) unsigned Contracts. The Proponent shall execute and return three (3) Contracts, with required insurance certificates and other documents as listed in this RFP or required by the County, within no more than ten (10) calendar days from receipt of the Contracts.

23. **Illegal Immigration Reform and Enforcement Act**: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (**Act**), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proponent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms attached herein as Form F6.6 and F6.7, Appendix C, Required Form Submittals must be submitted with the Proposal at the time of submission. Under State Law, the County cannot consider any Proposal, which does not include the completed form F6.6. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising the Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the County are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on County solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.

24. **Multiple Awards**: The County reserves, in its sole discretion, the right to make one (1) award, no award, or award contracts to multiple Proponents.

25. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.

26. **Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The County reserves the right to issue RFPs for projects that are independent of RFP #26-149 Freight Cluster Plan for Clayton County, Georgia. Except as stated in this RFP these Instructions, and the Notice to Proponents concerning Conflicts of Interests, successful Proponents under this RFP are not precluded from responding to such solicitations.

27. **Tax Exemption Status:** The County is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by Clayton County. Exemption certificates are furnished upon request.

28. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proponent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

29. **Negotiations; Best and Final Offers:** The County reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The County may require the submission of Best and Final Offers. The County may require that this RFP and Proponent's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Proponent during discussions or negotiations may be held by the County as contractually binding upon Proponent. The County may seek clarification from a Proponent at any time during the procurement process, and failure of a Proponent to respond by the date set forth in the communication may be cause for rejection of Proponent's proposal.

30. **TITLE VI SOLICITATION NOTICE -** Clayton County, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.

31. **COOPERATIVE PROCUREMENT**- The County may permit other governmental entities to purchase the same commodity, equipment, or service from suppliers at the same price and under the same terms and conditions as extended to the County in a competitively procured contract. Other governmental entities may utilize the County's competitively procured contracts as "piggyback" purchases if such contract stipulates allowance for such governmental entities to purchase the same commodity, equipment, or service from the supplier at the same price and under the same terms and conditions as extended to the County or if the governmental entity obtains written permission from the director and awarded supplier.

RFP #26-149 FREIGHT CLUSTER PLAN
FOR CLAYTON COUNTY, GEORGIA

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your proposal.
2. It is the sole responsibility of each proponent to ensure that their proposal is inclusive of all Submittals outlined below or elsewhere in this RFP.
3. **Failure to submit any of the items below may cause rejection of the Proposal**.
4. Proponents are required to submit responses to solicitations electronically online at: https://www.bidnetdirect.com/georgia/claytoncounty. The County will not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).
5. The Financials must be submitted and uploaded as a separate attachment. Do not upload the Financials with the Technical Proposal.

REQUIRED DOCUMENTATION	INITIAL IF INCLUDED
1. PROPOSAL SOLICITATION FORM	_____
2. SUBMITTAL CHECKLIST (THIS FORM)	_____
3. ADDENDA (IF APPLICABLE)	_____
4. ENTIRE PROPOSAL	_____
5. COST PROPOSAL (ATTACHMENT B)	_____
6. REQUIRED FORM SUBMITTALS (APPENDIX C)	
F6.1 W-9 FORM	_____
F6.2 NON-CONFLICT OF INTEREST	_____
F6.3 NON-COLLUSION AFFIDAVIT	_____
F6.4 BUSINESS ENTITY CERTIFICATE	_____
F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE	_____
F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT - CONTRACTOR AFFIDAVIT	_____
F6.7 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT - SUBCONTRACTOR AFFIDAVIT	_____
F6.8 SUBCONTRACTOR INFORMATION FORM	_____
F6.9 ACKNOWLEDGEMENT OF PROPONENT	_____
F6.10 REFERENCE AND RELEASE FORM	_____
F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS	_____
F6.12 EXCEPTIONS FORM	_____
F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK	_____
F6.14 DEBARMENT FORM	_____
7. BUSINESS LICENSE	_____
8. PROFESSIONAL LICENSE (IF APPLICABLE)	_____
9. SLBE FORMS	_____

_____ _____ _____
Printed Name **Title** **Date**

_____ _____
Signature **Firm Name**

_____ _____
Email Address **Phone Number**

RFP #26-149 FREIGHT CLUSTER PLAN
FOR CLAYTON COUNTY, GEORGIA

1. INTRODUCTION

The County is soliciting proposals from interested, and qualified firms that are experienced in providing Freight Cluster Plans for Clayton County, Georgia.

1.1 INTENT TO AWARD

The County intends to award to a responsive and responsible Proponent whose proposal is determined to be the most advantageous to the County based upon the evaluation factors set forth in the RFP. The County reserves the right to make one (1) award, multiple awards or no award for RFP #26-149 Freight Cluster Plan for Clayton County, Georgia.

1.1.1 Responsiveness check- Each proposal shall be evaluated to determine whether it is responsive to the specifications and other terms and conditions contained in the RFP.

1.2 TERM OF CONTRACT

1.2.1 The Contract shall commence within ten (10) calendar days after receipt of written Notice to Proceed.

1.2.2 The agreement between ARC and Clayton County stipulates that all planning work and services required for this Freight Cluster Plan must be complete on or before December 31, 2028. In order to meet that deadline and allow time for Board of Commission review and approval, the County requires that all work associated with this project be completed by October 30, 2028.

1.2.3 The County reserves the right to terminate the Contract if grant or other funding is unavailable to continue the program.

1.3 CONFLICT OF INTEREST NOTICE TO PROPONENTS

1.3.1 All firms, Subcontractors and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the County's projects shall be made to the County in the technical response of the Proponent's proposal and in advancement of assignment so that real or potential conflicts of interest can be avoided;

1.3.2 In any circumstance where Proponent, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing services or work under another contract with the County and a dispute, claim or conflict of interest arises between the County and such Proponent under the Contract for this project or another contract, the County may in its sole determination and discretion, suspend all existing work under this Contract and may or may not issue any further work to the Proponent under this Contract unless and until such dispute, claim or conflict of interest is resolved to the County's satisfaction. Should the County take such action, Proponent shall not be entitled to any additional costs of any kind resulting from such action except that Proponent may be paid for any authorized services provided to the County under this Contract prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the County under this Contract, its ordinances, any other agreement or as may be available under applicable law.

1.4 SUB CONSULTANTS AND SUBCONTRACTORS

1.4.1 Proponent must ensure the responsibility standards for each of its Subconsultants, and Subcontractors as listed below and in each and every part of this RFP. Verification must include documentation that each Subconsultant or Subcontractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work, or requirements. Proponent must not furnish any statement, representation, or certification in connection with Subconsultants or Subcontractors that is materially false, deceptive, incorrect, or incomplete. Failure of the Proponent to provide information concerning the responsibility of any Subconsultant or Subcontractor may result in a finding that the Proponent is not responsible.

1.4.2 All proposed Subconsultants and Subcontractors must be listed in the Proponent's response. Proponent must ensure that all proposed Subcontractors have adequate personnel, past experience, adequate facilities, finances, and business systems to perform the scope of services. The County reserves the right to approve all Subcontractors and Subconsultants.

1.4.3 Proponent must have the responsibility of verifying the existence, authenticity, and dates of expiration of all licenses required by all Subconsultants and Subcontractors engaged in the work of this RFP. The lack of a valid license from Proponent or any Subconsultant or Subcontractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Proponent, and the removal of any unlicensed entity from the project. In the event Proponent, a Subconsultant or Subcontractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Proponent's contract effective as of the date on which the license or certification is no longer in effect.

1.4.4 All Subconsultants and Subcontractors must be approved by the County prior to performing. Proponent must receive written permission to add Subconsultants or Subcontractors not initially submitted with Proponent's response. Failure of the Proponent to obtain from the County prior approval of each Subconsultant or Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor(s) and all permissible sanctions against the Proponent.

2. SCOPE OF SERVICES

The County is seeking Freight Cluster Plans for Clayton County, Georgia as specified in this RFP and Attachment A, Scope of Services (SOS), attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

3.1. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.

3.2. The Proponent shall maintain and provide copies of all required Federal, State and Local licenses, certifications or permits.

3.3. Proponent must provide at least three (3) references of other clients with similar nature of work described in this RFP during the past five (5) years.

3.4. Proponents or their team must be prequalified with the Georgian Department of Transportation (GDOT) in Area Class 1.02 (Urban Area and Regional Transportation Planning), and Area Class 1.07 (Attitude, Opinion, and Community Value Studies), Area Class 1.10 (Traffic Projections), Area Class 3.06 (Traffic Operations Studies), and Area Class 3.07 (Traffic Operations Design)

4. EVALUATION PROCESS

The County desires to select the Proponent whose proposal is determined to be the most advantageous to the County considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the County's Code of Ordinances and the criteria specified in this RFP as follows:

Relative Weight	ITEM FOR EVALUATION	Scoring Value Maximum Points
25%	Understanding the Scope of Services	25
30%	Organizational Qualifications	30
30%	Project Management and Personnel	30
10%	Financial Capability	10
5%	Cost Proposal	5
100%	**TOTAL SCORE**	100

Optional Oral Presentation and Product Demonstration Oral presentations/interviews and product demonstrations may be required before the final selection and award. Additional points for oral presentations/interviews and product demonstrations will be added to the proponent's total score.	**Scoring Value Maximum Points**
Oral Presentation/Interview (If Applicable)	**15**

5. PROPOSAL PREPARATION AND GUIDELINES

5.1 PROPOSAL FORMAT

Proponents are required to submit their proposals in the following format:

5.1.1 **<u>Technical Proposal</u>**. Proponents are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP and shall be tabbed to identify the specific components. All forms required by the County or provided by Proponent should be included. Please **<u>do not include any cost of any kind in this section;</u>** and

5.1.2 **<u>Cost Proposal</u>**. The Cost Proposal Form affixed hereto as Attachment B, must be completed in its entirety and uploaded separately in Bidnet with Proponent's proposal. The Cost Proposal Form will become a part of the Contract attached to this RFP following negotiations, if any, pursuant to any award. The County may solicit Best and Final Offers, and discussions may be conducted with responsible proponents who submit proposals determined reasonably susceptible to being selected for award.

<u>Please do not include the Cost Proposal with your Technical Proposal</u>.

5.1.3 **Executive Summary.** The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

5.1.3.1 Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the state where each entity comprising it is organized, including entity name, brief history of the entity, how long in business, hours of operation, storefront or home based, one (1) individual contact person to whom all future correspondence and/or communications should be directed by the County concerning this solicitation. As well as the legal structure of the entity and a listing of major satellite offices. A statement declaring the type of business relationship the Proponent will use (i.e., a single company, joint venture, etc.);

5.1.3.2 Description of the size, resources and relevant capabilities of the firm;

5.1.3.3 The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the County;

5.1.3.4 A declarative statement as to whether:

5.1.3.4.1 Proponent, or any member of the Proponent's team, has an open dispute with the County or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

5.1.3.4.2 Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;

5.1.3.4.3 Proponent has failed to complete work or a contact awarded to proponent. If so, please provide an explanation; and

5.1.3.4.4 Proponent or any of the Proponent's employees, agents, independent contractors or subcontractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.

5.1.3.5 Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

The Proposal shall include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The County prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use your best judgment.

The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with a suggested total page limit of One-Hundred (100) pages (excluding the Required Form Submittals).

5.1.4 Understanding the Scope of Services. The County wishes to contract with a team with a strong understanding of the scope of services described in Attachment A of this RFP. Please discuss the following criteria, and demonstrate how your firm meets the scope of services requirements:

5.1.4.1 A description of the Proponent's experience in and knowledge with ARC, MARTA, GDOT, and other relevant agencies.

5.1.4.2 A description of your company's ability and experience working with ARC's Activity Based Model (ABM);

5.1.4.3 A description of Proponent's use of local resources to enhance communication with the County and Cities, relevant agencies, and other stakeholders; and

5.1.4.4 A description of Proponent's understanding of the critical issues associated with this project and provide the County with an approach that will address both short-term and long-term goals and objectives as identified in the Scope of Services

5.2.3 Organizational Qualifications. Proponent shall provide the organization's experience and ability to provide the scope of services described in Attachment A.

5.2.3.1 Professional Qualifications and Specialized Experience of Proponent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).

5.2.3.2 Professional Qualifications and Specialized Experience of Proponent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to Clayton County.

Resumes shall be limited to three (3) pages and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Include the names of projects, client, city, and state. Resumes of administrative and support staff should not be included.

5.2.3.3 References of past and current Performance of the Proponent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the County, other government agencies, or any available sources, relevant information concerning the Proponent's record of performance.

5.2.4 **Project Management and Personnel.** Proponent shall describe how they will organize and manage the project for the scope of services described in Attachment A.

5.2.4.1 Separately list any projects or contracts that the proposed team has worked on together in the last three (3) years.

5.2.4.2 An organizational chart of the proposed team indicating the role each team member will fulfill (11" x 17" paper allowed);

5.2.4.3 Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the County. In the event there is a need to replace Key Staff or Team Members during the course of the project, Proponent must describe its backup personnel plan.

5.2.4.4 The Proponent shall identify any outside specialized vendors it intends to use as a Sub-contractor for the work, or major portion thereof. The Proponent shall submit information on the Sub-contractor, which shall include: specialized Sub-contractor's resume, company history, address, details of experience with similar type of municipal or county projects during the last three (3) years, and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP; and

5.2.4.5 Proximity to Clayton County: Describe the Proponent's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the County and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list the geographical location of the office that will be primarily responsible for assigned projects, and where the work will be accomplished.

5.2.5 **Small Local Business Enterprise (SLBE):** Submit information on SLBE participation at the Contractor, Subconsultant, and Subcontractor levels on the Contract Compliance forms provided in Appendix "A" of the RFP. In the case of a JV only the Joint Venture team is to submit SLBE forms. Each Proponent may submit the estimated percentage amount of participation instead of the dollar amount for each SLBE Subcontractor or Subcontractor.

5.2.6 Financial Information Forms.

To facilitate the County's efforts to evaluate, verify, and understand the Proponent's financial capacity, capability, and stability to undertake and perform the Services contemplated in this RFP, Proponent must provide accurate and legible financial disclosures to the County as requested below. By definition, a "Proponent" is an individual, entity, or partnership submitting a proposal or Proposal in response to this RFP.

5.2.6.1 Instructions. If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit copies of all financial disclosures with its proposal. The Financials must be submitted and uploaded as a separate attachment. Do not upload the Financials with the Technical Proposal.

5.2.6.2 Financial Information: The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests below with the Proposal:

5.2.6.3 Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Statement of Cash Flows.

5.2.6.4 Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.

5.2.6.5 Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference form; and Dunn and Bradstreet reports for the last two (2) years.

6. STANDARD COUNTY CONTRACT

The Draft Contract, Attachment C, attached hereto and incorporated herein by reference is a standard County document, which should be thoroughly reviewed by all Proponents prior to submitting a proposal. Refer to Information and Instructions to Proponents, Award, and Execution of Contract in this RFP. Any proposed modifications or additions to the County's Standard Contract should be included in the Proposal.

APPENDIX A
CONTRACT COMPLIANCE REQUIREMENTS

APPENDIX A: CONTRACT COMPLIANCE REQUIREMENTS

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM

Clayton County has implemented a Small Local Business Program to promote full and open competition in all government procurement and purchasing. Goals for participation of Small Local Business Enterprises (SLBEs) are set for specific NIGP codes on a contract-by-contract basis for each specific prime contract with subcontracting possibilities. All forms included in this section must be completed for a Bidder to be considered responsive. **This project does not have a SLBE subcontracting goal.** However, Clayton County encourages Bidder to utilize small businesses whenever possible.

SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:

1. Demonstrates that the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103 et al., does not exceed the size standards as defined pursuant to 13 C.F.R. §121.201 et al. which can be found at:

   Size Standard Table
   https://www.sba.gov/size-standards/?ms=nid4060

2. Demonstrates that the net worth of each owner does not exceed $2,047,000.00 exclusive of principal residence and the value of the SLBE;
3. Provides information regarding the ethnicity and gender of its original owners; and
4. Demonstrates that the firm is located or has an office in **Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale, or Spalding**
5. SLBE's must perform a commercially useful function, which means performance or provision of real and actual services under a contract or subcontract with Clayton County. Factors such as the nature and amount of work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

This package contains the following forms that Bidder are required to submit along with their bid: NOTE: PLEASE DO NOT LEAVE BLANK OR OMIT. If No subcontractors are being utilized, all forms must still be acknowledged as 'N/A' (not applicable) and included with the submitted bid packet.

1. **Statement of Successful Sub-contractors** – A1
2. **Letter of Intent to Perform as a Sub-contractor** – A6: submitted for each subcontractor. Any changes to the subcontractors listed in the bid must be approved by the Contract Compliance Division.

Addition/Removal or substitution of subcontractors MUST be approved by the Contract Compliance Division PRIOR to the sub performing work.

Monthly Utilization Reports are submitted on a monthly basis after the project has begun. ALL Monthly payment reports are to be submitted via online submission at

https://claytoncounty.gob2g.com/

Primes are required to report payments as well as NON ACTIVITY on a MONTHLY basis. Proof of sub payments documentation MUST also be uploaded into the reporting system at the time of payment reports. Tracking will take place on ALL subs, not just the certified firms, Letter of intent must be provided for EACH intended subcontractor on the project regardless of certification status.

Quarterly Subcontractor Performance Evaluations are required to be submitted for all subcontractors with sub agreements valued as $25,000 and above.

A Compliance Kickoff will be scheduled to be held with the awarded bidder directly after the project kickoff meeting. This is a mandatory meeting to discuss compliance requirements on Clayton County projects for all contracts with certified SLBEs and/or sub agreements valued as $25,000 and above.

Contact CCD at CentralServices.ContractCompliance@claytoncountyga.gov for any compliance-related questions.

By signing the bid, the Bidder is certifying that it has complied with the requirements of this Program. Please contact the Contract Compliance Division for a list of certified SLBE's.

7994 North McDonough Street
Jonesboro, Georgia 30236

CLAYTON COUNTY CENTRAL SERVICES
Statement of Successful Subcontractors/Suppliers

Main #: 770-477-3587
Fax #: 770-477-3335

Project Name: Freight Cluster Plan for Clayton County, Georgia Bid Number: 26-149

Bidder: _____ Vendor Number: _____ Bid Date Submittal : _____

Please provide the information requested for each subcontractor who will be utilized on this project. There is an SLBE goal of 0% on this project. A copy of each of the successful subcontractors' price quotes is due by the close of business on the second day following bid submission. A Letter of Intent for each subcontractor is required at the time of bid submission. If any item

Name of Subcontractor/Supplier	Certified Small Local Business Enterprise (SLBE) with Clayton County?- Yes or No*	If SLBE, which Metro County is the firm located?*	Race/Ethnicity of Owner(s) of 51% of business	Gender of Owner(s) of 51% or more of business	Work to be Performed	NIGP Code	Dollar Value	Percent of Total Bid on Project

*If no Subcontractors will be utilized on this project, listed N/A (Not Applicable) on the document

Signature: _____ Date: _____

EXHIBIT A1

Revised 3/23/2016

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/SUPPLIER BETWEEN PRIME AND SUBCONTRACTOR/JOINT VENTURER

In the event that a Bidder proposes to use subcontractors/suppliers or joint ventures if awarded a contract for this project with Clayton County, the Prime Bidder is required to submit this signed Letter of Intent (LOI) from each subcontractor/joint venture partner that will be utilized on this project. A separate letter must be submitted for each proposed subcontractor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Statement of Successful Subcontractors (A1 Form) that was submitted with the bid. **This letter shall be completed and submitted with the bid to be deemed responsive. Final confirmation of subcontractors and amounts will be required from the successful bidder prior to award.**

Project Name_____ **Bid Number**_____

Name of Prime Vendor_____

Address:_____
Street City State Zip Code

Telephone: (___)_____ Fax: (__)_____ Email:_____

Name of Subcontractor/Supplier_____

Address:_____
Street City State Zip Code

Telephone: (____)_____ Fax: (__)_____ Email:_____

Tax ID/FDIN # (DO NOT LEAVE BLANK) _____

Type of Agreement: ☐Services ☐Supplies ☐Both Services & Supplies

Payment Type: ☐Lump Sum_____ ☐Hourly Rate_____ ☐Unit Price_____

Estimated Subcontract Amount $_____ **Estimated % of Contract**_____

Description of Work to be Performed or Supplies Provided_____
_____.

List the government or private organization with whom the subcontractor/vendor is certified as a small business enterprise:_____
_____

The prime bidder and subcontractor/vendor listed above agree that upon execution of a contract for the above-named project between Clayton County and the prime bidder, that the subcontractor will perform the scope of work for the price as listed above. **The parties acknowledge that this letter of intent is only valid if a contract is awarded to and executed with the prime bidder.**

Prime Contractor	**Subcontractor/Supplier**
_____	_____
Company Name	Company Name
_____	_____
Signature Date	Signature Date
_____	_____
Printed Name/Title	Printed Name/Title

APPENDIX B
BONDING AND INSURANCE REQUIREMENTS

APPENDIX B
BONDING AND INSURANCE REQUIREMENTS

A. Bonding Requirements

There are no Bonding Requirements for this RFP.

B. Insurance Requirements

Preamble

The following requirements shall apply to all work under the Contract. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, Clayton County ("County") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the Contract.

1. Evidence of Insurance Required Before Work Begins

No work under the Contract may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such is compliance satisfactory to County as to form and content and has been filed with County. Contractor/Consultant must provide County with a Certificate of Insurance and Endorsements that clearly and unconditionally indicate that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the Contract. If the Contractor/Consultant is a joint venture, the insurance certificate shall name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the Contract at the time Contractor/Consultant submits to County its executed Contract, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law and provide the required written documentation to County evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents or the transmittal correspondence, County may, in addition to any other rights it may have under the solicitation documents, the Contract or under applicable law, make a claim against any bid security provided by Contractor/Consultant, if any, or decline to enter into a contract with Contractor.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to County certifying that all insurance requirements set forth in this Appendix B and applicable to the Contract have been unconditionally satisfied.

For all contracts, regardless of size, companies providing insurance or bonds under the contract must meet the following requirements:

i) Best's Rating not less than A-VII,
ii) Best's Financial Size Category not less than Class VII, and
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to County, County will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to County and submit to County evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance minimum requirements set forth in this Appendix B and applicable to the Contract will not relieve Contractor/Consultant from any liability under the Contract. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the Contract will not be construed to conflict with or limit Contractor/Consultant's indemnification obligations under the Contract.

3.Insurance Required for Duration of Contract

All insurance required by this Appendix B must be maintained during the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of the County. If Clayton County shall so request, the Contractor/Consultant will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

4.Notices of Cancellation & Renewal

Contractor/Consultant must, notify Clayton County in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Contract and Appendix B that concern the proposed cancellation, or termination of coverage.

Risk Management Division
Central Services Dept.
7994 N. McDonough St.
Jonesboro, GA 30236
Fax No. (770) 473-5907

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the County with evidence of required insurance prior to the commencement of this Contract, and, thereafter, with a certificate and required endorsements evidencing renewals, replacements, or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5.Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Certificates of Insurance as evidence of such coverage. Clayton County coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6.Certificate Holder

Clayton County, GA, 7994 N. McDonough St., Jonesboro, GA 30236, must be named as certificate holder. All notices must be mailed to the attention of **Risk Management** at **7994 N. McDonough St., Jonesboro, GA 30236.**

7.Project Number & Name

The project number and name, RFP #26-149 Freight Cluster Plan for Clayton County, GA. may be referenced in the description section of the insurance certificate.

8.Additional Insured Endorsements

The County must be covered as Additional Insured under all insurance (except Worker's Compensation, Automobile Liability and Professional Liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Contractor/Consultant must submit to County an Additional Insured Endorsement Evidencing County's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The County shall not have liability for any premiums charged for such coverage. The Endorsement must include the following verbiage: "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor/Consultant."

9.Waiver of Subrogation Endorsement

The Workers' Compensation policy must contain a Waiver of Subrogation Endorsement in favor of Clayton County including the following verbiage, "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor/Consultant."

10. Mandatory Sub-Contractor/Consultant Compliance

It is the sole responsibility of the general Contractor/Consultant to ensure all sub-Contractors/Consultants working under it have separately procured any and all types and limits of insurance that is required under any and all pertinent local, state, federal, ordinances or resolutions that are suitable for the particular trade that the sub-Contractor/Consultant is performing. It is also the sole responsibility of the general and/or prime Contractor/Consultant to ensure any and all sub-Contractors/Consultants or vendors carry types and limits of insurance not less than those listed herein and that the sub-Contractors/Consultants and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds per this Appendix B.

11. Self- Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Contractor/Consultant.

12. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed. Additional Insurance Requirements may be mandatory for particular Task Orders as required.

13. Coverage Limits

Coverage provided by the Contractor/Consultant shall not be limited to the liability assumed under the indemnification provisions of the Contract.

14. Non-limitation on the Contractor's/Consultants Liability

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

15. Use of Premises

The Contractor/Consultant shall confine its apparatus, material and the operations of its workers to limits/requirements indicted by law, ordinances, permits, codes and any restriction of Contractor/Consultant and shall not unreasonably encumber the premises with its materials or supplies.

C. Coverage Types and Limits

1. Workers' Compensation and Employer's Liability Insurance
   Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes in the following limits to cover each employee who is or may be engaged in work under the Contract:

   Workers' Compensation. . . . . **Statutory**
   Employer's Liability:
   Bodily Injury by Accident/Disease **$1,000,000 each accident**
   Bodily Injury by Accident/Disease **$1,000,000 each employee**
   Bodily Injury by Accident/Disease **$1,000,000 policy limit**

2. Commercial General Liability Insurance
   Contractor/Consultant must procure and maintain Commercial General Liability Insurance in an amount not less than **$1,000,000** per occurrence subject to a **$2,000,000** aggregate. The following is the minimum insurance and limits that the Contractor/Consultant must maintain. If the Contractor/Consultant maintains higher limits than the minimums shown below, County requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County. The following indicated extensions of coverage must be provided:

   - Products – Completed Operations Aggregate
   - Personal and Advertising Injury
   - Premises Operations
   - Independent Contractor/Consultants/Sub-Contractor/Consultants
   - Additional Insured Endorsement* (primary& non-contributing in favor of Clayton County)
   - Any other type of liability for which this Contract applies

3. Commercial Automobile Liability Insurance

Automobile Liability Insurance with limits of liability of not less than **$1,000,000** per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

4. Professional (Errors and Omissions) Liability Insurance

   For professional services with limits of liability of not less than **$1,000,000** per occurrence or claim/ **$1,000,000** policy aggregate. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitations, related to professional services to be provided under this contract. The policy shall be amended to include independent contractors/ consultants providing professional services on behalf of or at the direction of the provider. The definition of Contractual Liability shall be amended to state that liability under a contract of professional Services is covered. Further, coverage shall be afforded for personal injury, regulatory actions, wrongful act, and contractual liability. The provider shall insure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

APPENDIX C
REQUIRED FORM SUBMITTALS

F6.1 W-9 FORM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

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

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

Purpose of Form

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

F6.2 NON-CONFLICT OF INTEREST

By submitting a proposal in response to this solicitation, Proponent represents that in the preparation and submission of this proposal, said Proponent did not either directly or indirectly, enter into any combination or arrangement with any person, Proponent, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid or proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Proponent certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Clayton County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this Request for Proposals.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

F6.3 NON-COLLUSION AFFIDAVIT

I,_____ of the City of _____, in the County of _____ , and the State of _____, of full age, being duly sworn according to law on my oath depose and say that: I am _____of the firm of _____.

The Proponent making the Proposal for the above named Contract, and that I executed the said Proposal with full authority so to do; that said Proponent has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Clayton relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

_____
(Printed Name)

_____
(Signature)

Subscribed and sworn to before me

This _____day of _____, 20_____.

_____

(Signature of Notary Public)

Notary Public of _____

My Commission expires_____, 20_____

F6.4 BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as Proponent herein, same
(title)

being organized and incorporated to do business under the laws of the State of _____;

that _____who executed this Proposal on behalf of the Proponent was, then and there, _____ and
(title)

that said Proposal was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

This _____ day of _____, 20 _____.

_____
(Printed Name)

_____ (Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC AND OTHER ENTITIES

I, _____, certify that I am authorized to sign to commit _____ named a Proponent in the foregoing Proposal. That said company is formed under the laws of the State of _____.

This ___ day of _____, 20___.

_____
(Printed Name)

_____
(Signature)

F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, and (1) certify that:

1. I am the _____ (2) of _____, (3) (hereinafter "Venturer");

2. Venturer is a partner and participation in the joint venture having submitted the Request for Proposal No. _____ for _____
(Insert Project Name)

3. Venturer is organized and incorporated to do business under the laws of the State of _____; and

4. Said Request for Proposal No. _____was duly signed by said officer for and on behalf of said Venturer and the Proponent pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

_____
_____
_____

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE PROPOSAL.

F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

RFP #26-149 Freight Cluster Plan for Clayton County, Georgia
Name of Project

Clayton County Board of Commissioners
Name of Public Employer

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

Executed on _____, 20___ in _____ (City), _____ (State).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____. 20___.

_____
NOTARY PUBLIC

My Commission Expires:

_____

F6.7 ILLEGAL IMMIGRATION AND ENFORCEMENT ACT
SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of the Clayton County Board of Commissioners 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 Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned Subcontractor will contract for the physical performance of services in satisfaction of such contract only with Sub-Subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a Sub-Subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice of receipt of an affidavit from any Sub-Subcontractor that has contracted with a Sub-Subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____
Name of Subcontractor

RFP #26-149 Freight Cluster Plan for Clayton County, Georgia
Name of Project

Clayton County Board of Commissioners
Name of Public Employer

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

Executed on _____, _____, 20__ in _____(City), _____(State).

_____
Signature of Authorized Officer or Agent

_____
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _____, DAY OF _____, 20_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

F6.8 SUB-CONTRACTOR INFORMATION FORM

The Proponent shall identify all proposed Subcontractors who shall be performing work under the proposed Contract. The Proponent certifies that the following individuals, firms, or businesses must be hired or awarded subcontracts for the indicated portions of the work in the event that the Proponent is awarded a Contract.

Please list all proposed Subcontractors below:

1. TYPE OF WORK: _____

_____

Name

_____, _____, _____, _____

Street Address City State Zip

2. TYPE OF WORK: _____

_____

Name

_____, _____, _____, _____

Street Address City State Zip

3. TYPE OF WORK: _____

_____

Name

_____, _____, _____, _____

Street Address City State Zip

4. TYPE OF WORK: _____

_____

Name

_____, _____, _____, _____

Street Address City State Zip

(Make additional copies as necessary)

F6.9 ACKNOWLEDGEMENT OF PROPONENT

STATE OF GEORGIA
COUNTY OF CLAYTON

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing proposal submitted by _____ hereafter called "Proponent" is duly authorized agent of said company and that the person signing sad proposal has been duly authorized to execute the same. Proponent affirms that it is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared its proposal in collusion with any other Proponent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that the prices contained in this proposal have been carefully checked and are submitted as correct and final and if proposal is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Proposal.

Proponent Information:

_____ _____
(Company) (Signature)

_____ _____
(Address) (Printed Name)

_____ _____
(City, State, Zip) (Title)

Sworn to and subscribed before me this _____ day of _____ 20___.

_____
Notary Public in and for the State of _____
(Seal)

(**FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY PROPONENT'S RESPONSE FROM FURTHER CONSIDERATION**)

F6.10 REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime proponent and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Proponent's experience and ability to perform the type of services listed in the RFP.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the RFP.

Company Name_____ ☐ Proponent ☐ Subcontractor

Authorized Signature _____

Title _____

Date_____

F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I_____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the County's RFP #26-149 Freight Cluster Plan for Clayton County, Georgia pertaining to insurance and/or bonding.

Proponent understands that it is required to share the County's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Proponent understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date proponent receives a final contract from the County may result in the forfeiture of the proposal guarantee submitted with its proposal and/or the disqualification of Proponent from further consideration for the contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further, by signing below, I represent that _____understands and agrees to unconditionally comply with all requirements related to insurance and/or bonding contained in the County's contract.

Date: _____, 20___.

Corporate Bidder	Non-Corporate Bidder
_____	_____
(Signature)	(Signature)
Name: _____	Name:_____
Title: _____	Title:_____
_____	_____
(Signature)	(Signature)
Notary Public (Seal)	Notary Public (Seal)
My Commission Expires:_____	My Commission Expires:_____

F6.12 EXCEPTIONS FORM

If there are, any exception(s) or clarification(s) taken to the RFP use this form to list description and page number to which you are taking an exception. ANY exception(s) to the RFP shall be explained in full. No exceptions shall be taken to the County's insurance or indemnification provisions. Clayton County will determine the Proponent's compliance with the Proposal requirements based on the information submitted and its exceptions to the RFP. Attach additional pages if more space is needed.

Item Description and Page Number from RFP	Description of Exception

F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK

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 Clayton County, Georgia 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 Clayton County, Georgia certifies that:

1. Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of Clayton County, Georgia 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):

   _____
   _____
   _____
   _____
   _____
   _____

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 Clayton County, Georgia entitling Clayton County, Georgia to seek injunctive relief in addition to all other legal remedies.

_____
Signature of Contractor's Authorized Official

_____

Printed Name & Title of Authorized Official

_____
Date

F6.14 CERTIFICATION OF DISQUALIFICATION OR REMOVAL

The undersigned Bidder/Proponent declares that the applying organization has not been debarred, disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of violations of law or safety regulation.

I, _____, authorized agent of _____
(*Name of Organization*)

Hereby certify, under penalty of perjury under the laws of the State of Georgia, that the organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation.

Bidder/Proponent Information:

_____	_____
(Company)	(Signature)
_____	_____
(Address)	(Printed Name)
_____	_____
(City, State, Zip)	(Title)

Sworn to and subscribed before me this _____ day of _____ 20___.

_____
Notary Public in and for the State of _____
(Seal)

APPENDIX D

CONTRACT COMPLIANCE REQUIREMENTS
LOCAL VENDOR PREFERENCE (LVP) PROGRAM

APPENDIX D: CONTRACT COMPLIANCE REQUIREMENTS

LOCAL VENDOR PREFERENCE (LVP) PROGRAM

Clayton County Local Vendor Preference Program

Local Preference is given to applicants that have a business location within the geographic boundaries of Clayton County and submit a responsive and responsible bid or proposal within five (5) percent of the low bid submitted by any out-of-county bidder. **THIS PROJECT HAS NO LOCAL PREFERENCE.** The term business location means that the business or supplier must operate and maintain a staffed, fixed, physical place of business within Clayton County, and must have a valid business license from Clayton County or a city located within Clayton County for at least one (1) year prior to the date of submission of its proposal or bid, as applicable.

In order to receive the Local Preference of five (5) percent the Proponent must meet the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points.

The Proponent must meet EACH of the following criteria in order to receive local preference:

1. The business or supplier must operate and maintain a staffed, fixed, physical place of business within Clay County, and must have held a valid business license from Clay County or a city located within Clayton County for at least one (1) year prior to the date of submission of its proposal or bid, as applicable; and

2. The business or supplier must provide a copy of a current business license and/or occupational tax certificate; and

3. The business or supplier must have paid all real and personal taxes owed to Clayton County; and

4. The business or supplier must certify its compliance with the Georgia Security and Immigration Act; and

5. The business or supplier must certify its compliance with the Georgia Secretary of State's registration requirements.

APPENDIX E

REQUIRED CONTENT OF PROPOSAL

APPENDIX E
REQUIRED CONTENT OF PROPOSAL

This appendix will identify what information should be submitted within your proposal in response to this RFP and the order in which it should appear. More information regarding your process to follow when submitting your proposal is described within the RFP (Information and Instructions to Proponents).

Proponent should indicate the required documents are included within the proposal and the location of those documents by placing the word "Yes" by each requirement and specifying the page or reference number where that document is located. Failure to play "yes" by each requirement may cause the Department to reject the proposal.

The checklist is provided for the convenience of the Proponent, but it is the Proponent's responsibility to review the entire RFP and ensure a response is made to all requirements. Unless otherwise indicated, Proponents must meet all of the following requirements to be considered for evaluation under this RFP.

Yes/No	Page/Ref. No.	
		1. <u>Executive Summary</u> The proposal should contain a cover letter and introduction including: the company name, address, and the name, telephone number and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.
		2. <u>Proposal Form</u> The proposal must contain a signed proposal solicitation page.
		3. <u>Agreement to Project Requirements</u> The Proponent must indicate its agreement to all of the requirements for this project with the signing of the contract and submittal of your technical proposal.
		4. <u>Contract Exceptions</u> The contract that the County intends to use is identified as Attachment C. Any exceptions to the contract must be identified in Appendix C.

		5. <u>Summary of Understanding the Scope of Services</u> The Proponent should indicate their understanding of the requested services and describe how it proposes to provide those services to the County as listed under section 5.2, Item 5.2.2.
		6. <u>Company Background</u> a. The Proponent must include the following information:
		b. A description of your firm's background and history as requested in section 5.2, Item 5.2.1.1.
		c. A list of all corporate offices and indicate which office will service this account.
		d. A broad overview of your firm, including any parent affiliated or subsidiary company, and any business partners. Provide an organization chart of your firm and describe the relationship between each component of your firm.
		e. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
		f. Disclose whether, within the last five (5) years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
		g. Include the signed and notarized Form 6.11, Acknowledgement of Insurance Requirements under Appendix C, Required Form Submittals. Proponent will have no more than ten (10) days to obtain ALL required insurance and submit to Central Services upon an award to your firm.
		h. Resumes for each employee that will be assigned to this account.
		i. A list of current clients as requested in section 5.2, Item 5.2.3.3.
		j. A description of your firm's/consultant's experience with other government organizations as requested in section 5.2, Item 5.2.3.1.

		7. <u>Requirements</u> Please address each item in Section 5.2, Item 5.2.2, focusing on your ability to perform each required service for the County.
		8. <u>References</u> a. A list of the names and address of at least four (4) clients who have hired your firm for similar services as detailed in this RFP, including the name, title, telephone number of the contact person and length of the contract. The County may, at their discretion, contact references. b. A list of names and addresses of all clients who have terminated your relationship for performing similar services as detailed in this RFP during the past three (3) years and their reason for doing so. Please include the name, title and telephone number of the contact person. (If no terminations have occurred, please N/A in the Page/Ref. No. blank). This includes normal contract expiration.
		9. <u>Financial Information</u> a. The Proponent shall provide accurate and legible financial disclosures to the County as requested in section 5.2.6.1.

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A
SCOPE OF SERVICES

1. General

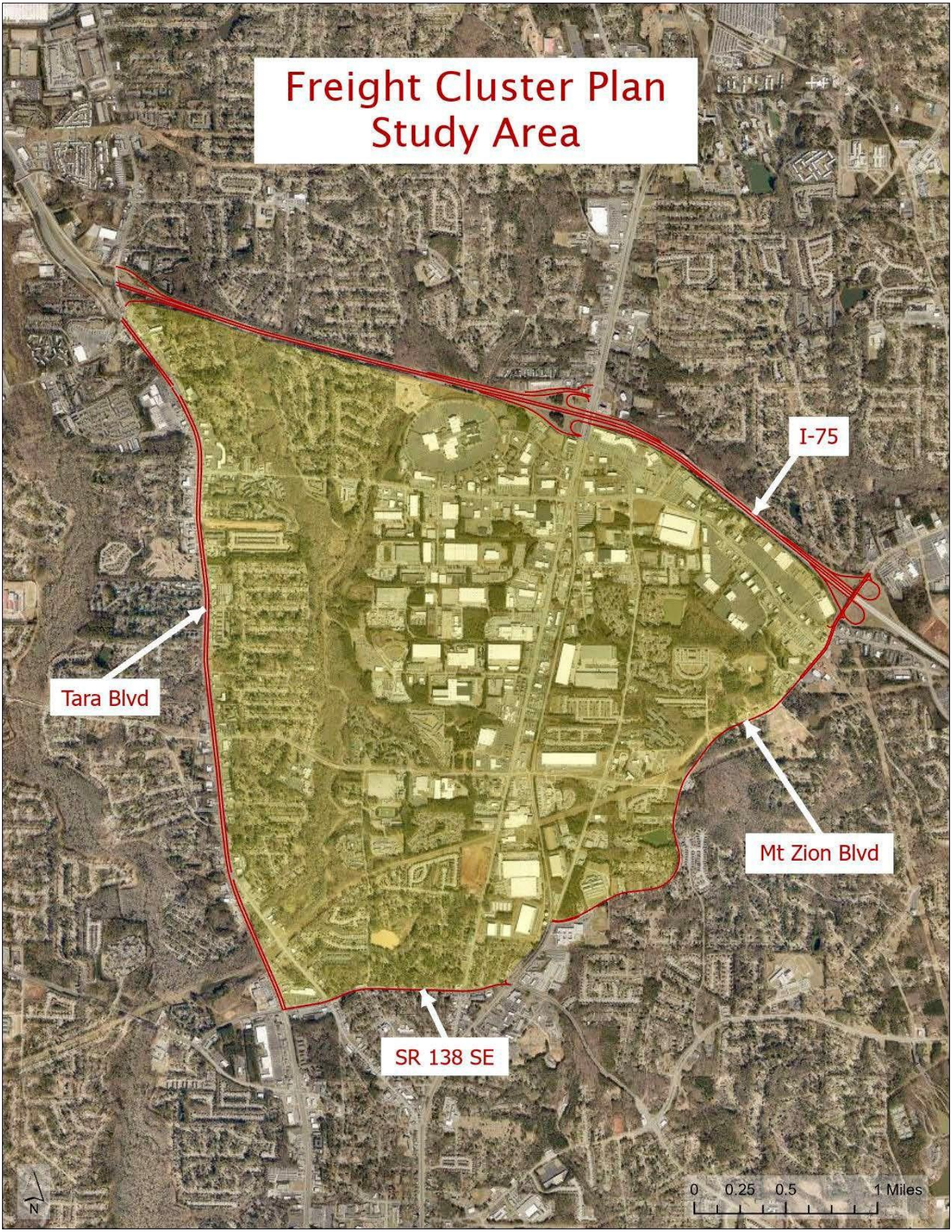
1.1 The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) Cost Center:

606EFS- Regional Freight Planning Studies

Any contract award for this study is contingent upon ARC and Clayton County Georgia (Subgrantee) receiving adequate funding for this purpose from the Georgia Department of Transportation (GDOT).

2. Area Covered

2.1 The study area is located within Clayton County. The study area is described as extending from Tara Blvd. on the West to Mt. Zion Boulevard on the East; and from State Route 138 on the South to Interstate 75 on the North. The exact study area boundaries are shown in the figure below. However, there are areas throughout the County in need of analysis for the safe and efficient movement of freight. This plan will include more limited freight analysis in some of these areas, such as designation of freight routes. Coordination with all local jurisdictions within the study area and adjacent jurisdictions within an area of five to seven miles outside the study area is also required in order to promote coordinated long-range transportation planning efforts across jurisdictional boundaries.


Freight Cluster Plan
Study Area
I-75
Tara Blvd
Mt Zion Blvd
SR 138 SE
N
0 0.25 0.5 1 Miles

3. Goal

3.1 The Freight Cluster Plan Program provides local governments and Community Improvement Districts (CIDs) funds for local planning with a focus on freight movement. The purpose of freight cluster plans is to address transportation planning, traffic operations, and related planning needs, and to identify recommended projects and policy changes to address those needs. Recommended projects should aim to be competitive for local, state, and federal funding with adequate information and cost estimates to complete potential grant applications and be prepared for advancement to Scoping and/or PE phases. These plans, while focused on local issues and needs, also serve as the groundwork for regional planning efforts led by the Atlanta Regional Commission.

4. Background

4.1 The 2016 Atlanta Regional Freight Mobility Plan Update identified the need to conduct local, small area freight planning in the Atlanta Region to address transportation issues related to this key part of the region's economy. Based on this need, ARC sought applications from project sponsors for grants to conduct these plans in 2017 and 2019.

The Freight Cluster Plan Program assists project sponsors by clearly defining goals, needs, and priorities for the study area. Local transportation plans are a key mechanism in which governments define programs and projects they are prepared to support and assist with funding. It is a critical program objective that these identified priorities will form the basis for future funding requests during ARC Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) update cycles, as well as future funding requests via GDOT, FHWA, and other sources.

Transportation plans resulting from the Freight Cluster Plan Program shall be informed by existing county and city comprehensive plans, thereby strengthening the connection between land use and transportation planning. Freight Cluster Plan recommendations will clearly reference alignment with these aforementioned efforts. Federal funding, with a minimum 20% local match, provides the resources to implement the program.

The studies will focus on facilitating efficient movement of freight, improving access to jobs, reducing traffic congestion, changes in the freight industry, and improving safety, mobility, and access for all roadway users. The studies will help the Subgrantee prioritize the study area's needs and priorities, with a focus on project implementation. This program is intended to complement the CTP program, which typically does not have the budget to conduct detailed analysis of industrial areas or to develop local projects focused on the efficient movement of freight.

5. Work Tasks

5.1 This scope of work outlines the minimum requirements which Clayton County must fulfill to receive funding from ARC. The Subgrantee may include additional or more detailed tasks in the contract with their consultants based on individual needs.

Comprehensive progress reports detailing progress on each task shall be submitted to ARC with each invoice. The Subgrantee shall present deliverables to ARC for comment, involve ARC in relevant stakeholder and technical committee meetings, and notify ARC of public and private sector outreach activities. The Subgrantee shall also work directly with GDOT, relevant transit agencies, and all local jurisdictions within the study area, presenting deliverables to these organizations for comment, involving them in relevant stakeholder and technical committee meetings, and notifying them of key public and private sector outreach activities.

5.1.1 Task 1: Project Management

5.1.1.1 The outcomes of this task are the establishment of a Project Management Team, development of a Project Management Plan, and development of a Stakeholder Engagement and Outreach Plan.

The Project Management Plan will identify those agencies and organizations which must be involved in the overall direction of the plan development process due to the critical nature of their financial, technical and/or political support. These key stakeholders will constitute the Project Management Team. The Project Management Plan will establish protocols for communicating and sharing data, drafting materials for review, and developing other resources within the Project Management Team. A schedule for meetings of the team will be established and preliminary dates for key work task milestones and decision-making points will be defined.

The Stakeholder Engagement and Outreach Plan will be developed and approved by the Project Management Team prior to significant work being undertaken on subsequent tasks. The Stakeholder Engagement and Outreach Plan will identify key individuals, agencies and organizations whose participation will be critical in properly addressing the various elements and emphasis areas defined in the work program. Outreach techniques to effectively involve these stakeholders will be defined. The Stakeholder Engagement and Outreach Plan will also establish how members of the general public and leadership and staff from private sector stakeholders will be engaged throughout the process and have the opportunity to contribute meaningful input prior to final decisions being made.

5.1.1.2 Deliverables

5.1.1.2.1 Project Management Plan (Draft and Final)
5.1.1.2.2 Stakeholder Engagement and Outreach Plan (Draft and Final)

5.1.2 Task 2: Engagement

5.1.2.1 The most effective methods to involve private sector stakeholders of the freight and logistics industry as well as a diverse range of the general public in the plan development process will be developed for the Stakeholder Engagement and Outreach Plan in Task 1. Specific direct engagement techniques, such as stakeholder interviews, online and/or intercept surveys, online mapping tools,

advisory committees, technical committees, open houses, workshops, and charrettes will be defined at the discretion of the Subgrantee and through consensus of the Project Management Team. Since all freight movement is regional, the engagement efforts shall include presentations and opportunities for input at three ARC Freight Advisory Task Force meetings.

The portfolio of techniques employed will be designed to maximize the potential for a broad range of private sector stakeholders and the public to participate and add value to the planning process. In particular, the outreach process should seek input from local business leaders, staff that work at local industrial businesses, and truck drivers who regularly travel in the study area. Efforts to engage those community members who have traditionally been underrepresented in the transportation decision making process, or will be most directly impacted by recommendations, will be emphasized. Private sector stakeholders and the public will be permitted the opportunity to review draft deliverables related to the inventory and assessment of the transportation system and plan recommendations prior to those deliverables being finalized.

An early deliverable of engagement and outreach activities will be to define the desired long-term outcomes which implementation of the Freight Cluster Plan will help support. These outcomes must support the regionally defined vision of World-Class Infrastructure, a Competitive Economy, and Healthy Livable Communities as adopted in The Atlanta Region's Plan. The regional vision will be scaled and interpreted as appropriate to be more directly applicable and responsive to the unique characteristics of the study area. The locally desired outcomes may be expressed in terms of a vision statement, goals, and objectives, or may use a different nomenclature which resonates more strongly with community members.

Information on the process, schedule, draft and final deliverables, and opportunities for engagement will be readily accessible at all times throughout plan development via a project website. Access to the site will be available through the Subgrantee's main website in a direct and logical manner.

5.1.2.2 Deliverables

5.1.2.2.1 Statement of Freight Cluster Plan Vision, Goals, and Objectives
5.1.2.2.2 Robust Community Engagement Activities
5.1.2.2.3 Project Website

5.1.3 Task 3: Best Practices Review

5.1.3.1 Early in the planning process, conduct a high-level review of best practices for freight planning to provide direction during the remainder of the planning efforts. Topics of this review may include:

5.1.3.1.1 Local freight planning methods, including transportation planning and traffic operations focused on efficient freight movement
5.1.3.1.2 ITS, changing technology, and other transportation innovation that may impact freight movement

5.1.3.1.3 Managing land use conflicts between industrial and non-industrial land uses, particularly residential land uses

5.1.3.1.4 Transportation innovation within the supply chain and logistics field which may impact the transportation system, focused on the private sector and/or public-private partnerships

5.1.3.2 Deliverables

5.1.3.2.1 Best Practices Report (Draft and Final)

5.1.4 Task 4: Inventory and Assessment

5.1.4.1 The Freight Cluster Plan shall include a detailed inventory of existing conditions and an assessment of current and future needs for the study area. Because of the related nature of inventory and assessment activities, these two tasks shall be combined for analysis and documentation purposes.

The inventory shall begin with a review of previously completed local, regional, and state plans that are relevant to the study area. The implementation of previous plans that included the study area, as well as other ongoing capital and maintenance projects in or adjacent to the study area, shall be documented as part of this task.

Data related to the existence, condition, and performance of the transportation network within the study area will be collected and documented. Data collection for the Freight Cluster Plan shall include the following core elements:

5.1.4.1.1 Transportation System State of Good Repair / Maintenance
5.1.4.1.2 Roadways
5.1.4.1.3 Multimodal crash history
5.1.4.1.4 Transit Infrastructure and Operations
5.1.4.1.5 Bike/Pedestrian Infrastructure
5.1.4.1.6 Transportation Demand Management (TDM) Programs
5.1.4.1.7 Technology / Intelligent Transportation Systems (ITS) / Connected and Autonomous Vehicle Infrastructure
5.1.4.1.8 Vulnerable Transportation Assets
5.1.4.1.9 System Performance Monitoring and Reporting Program

5.1.4.2 In addition to the aforementioned core elements, additional data shall be collected on the following aspects of freight transportation:

5.1.4.2.1 Designated truck routes – local, regional, state, and national
5.1.4.2.2 Routes with truck prohibition
5.1.4.2.3 Freight origin/destination patterns
5.1.4.2.4 Bridges – sufficiency ratings, weight restrictions, and low bridges
5.1.4.2.5 Authorized and unauthorized truck parking locations for overnight and staging needs
5.1.4.2.6 Rail crossing locations and safety issues

5.1.4.2.7 Freight rail facilities – intermodal, bulk transfer, and carload
5.1.4.2.8 Relevant truck related signage
5.1.4.2.9 Other intermodal facilities (air and pipeline), if present
5.1.4.2.10 Locations of alternative fuel facilities – CNG, LNG, electric
5.1.4.2.11 Major generators of truck trips
5.1.4.2.12 Locations for potential growth, with a focus on industrial growth
5.1.4.2.13 Existing land use/zoning conflicts between industrial and residential areas
5.1.4.2.14 Job accessibility options for individuals that don't own a car
5.1.4.2.15 Other relevant data specific to the study area

5.1.4.3 The inventory and assessment shall also consider changes in industrial development design and operations and the overall supply chain and logistics industry. This may include the impacts of high-cube warehouse design, growing use of automation in warehouses/distribution centers, operational and staffing changes related to e-commerce fulfillment centers, and other related issues. Industrial developments of today and in the future will be very different from industrial developments in the past, and these changes should be considered as part of the assessment.

Using data and information gathered in the inventory, as well as input from technical staff, stakeholders, and the public, elements of the transportation system will be assessed to determine both existing and potential future conditions. The assessment will address both strengths and shortcomings of the system and the ability of existing facilities and services to meet the study area's needs. The assessment process may use any combination of regional and local area travel demand models, analytical tools, and methodologies which best suits the characteristics and issues of the study area and produces useful information in a cost-effective manner.

In addition to data on transportation facilities and policies, this task will include an assessment of how Clayton County and jurisdictions within the county boundaries currently fund transportation. This will also incorporate transportation funding trends at the state and federal levels.

5.1.4.4 Deliverables

5.1.4.4.1 Inventory and Assessment Report (Draft and Final)

5.1.5 Task 5: Traffic Study

5.1.5.1 A traffic analysis of key intersections and corridors within the study area shall be conducted to identify locations of traffic congestion, operational issues, and potential recommendations. The traffic analysis shall follow current Highway Capacity Manual (HCM) methodology, and shall determine intersection Level of Service (LOS) at key intersections. Traffic count data used for this study must be no more than 3 years old at the time the analysis is being conducted. Traffic counts will be conducted, as needed, for this study, including:
AM and PM peak hour intersection turning movement traffic counts

Additional off-peak turning movement traffic counts, if needed due to local conditions
Vehicle classifications counts, and/or
Average Annual Daily Traffic (AADT) counts

An Existing Conditions analysis will be conducted using the AM and PM Peak hour turning movement count data. A future year traffic analysis will be conducted using traffic volumes projected 10 years after the Existing Conditions analysis. Future year traffic volumes will be developed using historic growth rates, projected growth rates from the ARC regional travel demand model, ITE trip generation rates for planned developments, or a combination of these and other relevant data sources.

For each analysis timeframe, potential changes to lane geometry and/or operations shall be developed and analyzed for any intersections with a failing LOS so that the intersection may operate with an acceptable LOS. Other potential changes may be analyzed as additional alternatives as needed.

An operational and geometric design field review shall be conducted of key intersections and corridors as a part of the traffic study. This review shall focus on the overall traffic conditions in the study area as well as specific design and operations issues related to freight movement. At a minimum, the field review shall include the following:

5.1.5.1.1 Identification of discrepancies between the existing condition traffic analysis results and the field conditions
5.1.5.1.2 Queue lengths for turning movements that impact intersection operations
5.1.5.1.3 Signal timing, phasing, and coordination along key corridors
5.1.5.1.4 Intersection turning radii, median, and shoulder design issues
5.1.5.1.5 Unsignalized intersection and driveway turning conflicts
5.1.5.1.6 Horizontal and vertical sight distance issues
5.1.5.1.7 Adequacy of signage and lighting
5.1.5.1.8 Other local issues identified during the planning process

The results of the field review shall be documented with a focus on how issues identified in the field may impact the study area's traffic conditions and multimodal safety. The documentation shall include key intersections and corridors that are a part of the traffic analysis as well as unsignalized intersections, driveways, and mid-block locations that are not part of the traffic analysis but have design or operational problems.

5.1.5.2 Deliverables

5.1.5.2.1 Traffic Study Report (Draft and Final), including raw traffic count data
5.1.5.2.2 Traffic analysis files (i.e. Synchro, CORSIM, VISSIM, etc.)

5.1.6 Task 6: Recommendations

5.1.6.1 Recommendations may take a variety of forms and the precise outcomes will be dictated by the level of emphasis placed on each cluster plan element. The Recommendations may include any issues identified in the inventory and

assessment task, traffic operations changes identified as part of the traffic study, and policy changes. Recommendations shall consider innovation and new technology wherever practical. Regardless of the unique needs and priorities of the Subgrantee, the following general outcomes shall be achieved:

5.1.6.1.1 Fiscally Constrained Short-Term Action Plan: Five to ten year fiscally constrained list of transportation projects, policies, and action steps which reflect currently available funding sources and feasible policy actions that can be taken by the Subgrantee and by local government jurisdictions in the study area.

5.1.6.1.2 Fiscally Unconstrained Long-Term Vision Project List: Prioritized list of transportation projects, policies, and action steps necessary to support the visions for infrastructure, economic development, and strong communities established by the community. This project list does not have to be fiscally constrained, and it may be broken into two tiers. Along with the Short-Term Action Plan, this will result in three tiers of recommended projects, policies, and action steps. Recommendations shall:

5.1.6.1.2.1 Be vetted through a robust community engagement process and formally adopted by local government policy officials as part of the final plan.

5.1.6.1.2.2 Leverage and complement regional facilities, services and programs to address local needs and priorities.

5.1.6.1.2.3 Consider innovative projects, technology advances, connected and autonomous vehicles, and changes in the supply chain and logistics industry

5.1.6.1.2.4 Knit together previous plans and projects identified at the community level through Comprehensive Transportation Plans (CTPs), Livable Centers Initiative (LCI) studies, county/city Capital Improvement Programs (CIP), Community Improvement District (CID) work programs, corridor studies, and other initiatives previously undertaken within the study area.

5.1.6.1.3 The Short-Term Action Plan shall be developed with a focus on implementation. Two to five High Priority projects shall be identified within the Short-Term Action Plan. These are projects that will move into implementation first. It is anticipated that the study will identify routes countywide for designation as freight routes and non-freight routes with an implementation plan for designating those routes. Additional data shall be provided in the Recommendations Final Report on these projects to assist with potential grant applications, including the purpose of the project, a more detailed cost estimate, issues that may increase cost (i.e. wetlands, bridges/culverts, utility relocations), and other related data.

5.1.6.2 Deliverables

5.1.6.2.1 Fiscally Constrained Short-Term Action Plan (Draft and Final)

5.1.6.2.2 Fiscally Unconstrained Long-Term Vision Project List (Draft and Final)

5.1.7 Task 7: Documentation

5.1.7.1 The planning process shall conclude with the Recommendations Final Report and Executive Summary. The Recommendations Final Report shall describe how recommended projects, policies, and actions were developed, evaluated, and prioritized, and will include the Fiscally Constrained Short-Term Action Plan and the Fiscally Unconstrained Long-Term Vision Project List. Summary information from previously submitted deliverables shall be included as needed to support the development of the Action Plan and Project List. A user-friendly Executive Summary will be prepared that explains the key recommendations and conclusions.

5.1.7.2 Deliverables

5.1.7.2.1 Recommendations Final Report (Draft and Final)
5.1.7.2.2 Executive Summary (Draft and Final)

5.1.7.3 The use of innovative and creative approaches to documentation is encouraged. ARC shall be provided with electronic copies of each interim deliverable and the final plan. The plan website shall remain active for a minimum of five years or until the next plan update, whichever comes first. If it is desired to deactivate the site for any reason prior to either of these milestones, advance coordination with ARC is required so that electronic versions of plan documents can be archived appropriately.

To the extent possible, system inventory and assessment data, as well as the final project recommendations, should be mapped in ArcGIS. Relevant shapefiles shall be provided to ARC upon completion of the Freight Cluster Plan. Mapped information developed in other software, whether conceptual in nature or geographically accurate, shall also be provided, in either the original source format or exported into an intermediate format usable by ARC.

The minimum required deliverables for the completed plan, as defined in this work program and which will collectively constitute the Clayton County Freight Cluster Plan, are the:

5.1.7.3.1 Project Management Plan
5.1.7.3.2 Stakeholder Engagement and Outreach Plan
5.1.7.3.3 Inventory and Assessment Report
5.1.7.3.4 Traffic Study Report
5.1.7.3.5 Fiscally Constrained Short-Term Action Plan
5.1.7.3.6 Fiscally Unconstrained Long-Term Vision Project List
5.1.7.3.7 Recommendations Final Report
5.1.7.3.8 Executive Summary
5.1.7.3.9 Traffic analysis files (i.e. Synchro, CORSIM, VISSIM, etc.)
5.1.7.3.10 Word and/or In-Design, PDF, Excel, ArcGIS, and other relevant electronic files

ATTACHMENT B
PROPOSAL COST FORM

(PLEASE PROVIDE PRICING BELOW AND IN BIDNET)

Please provide total cost to including all costs, direct and indirect, administrative costs, and all things necessary for Freight Cluster Planning Services, as referenced in Attachment A, Scope of Work.

A. Cost By Task:

Provide Cost by Task in Bidnet.

B. Job Classifications:

Provide hourly rates per position title. Hourly rates quoted must remain in effect until project completion. Hourly rates are for negotiation purposes only. If additional space is needed, include a separate sheet marked as price proposal page 2, etc.)

POSITION TITLE	HOURLY RATE	ESTIMATED NUMBER OF HOURS	TOTAL FEE



ATTACHMENT C - DRAFT COUNTY CONTRACT

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RFP #26-149 FREIGHT CLUSTER PLAN
FOR CLAYTON COUNTY, GEORGIA

THIS CONTRACT for RFP #26-149 Freight Cluster Plan for Clayton County, Georgia is made as of this _____day of _____, 20____, and entered into by and between Clayton County, Georgia, a political and legal subdivision of the State of Georgia (hereinafter referred to as "County") and_____ (hereinafter referred to as "Supplier"), a state of _____, authorized to conduct business in the State of Georgia, whose principal place of business is located at _____.

W I T N E S S E T H:

WHEREAS, the County is in need of Freight Cluster Plan services; and

WHEREAS, the County issued Invitation to Proposal (RFP) #26-149 Freight Cluster Plan for Clayton County, Georgia and requested Proposals from qualified Suppliers to provide the required services; and

WHEREAS, the Supplier responded to the RFP and represented that it is qualified, possesses the expertise, knowledge, and skills necessary to provide the Freight Cluster Plan; and

WHEREAS, the County desires to enter into a Contract with the Supplier at the compensation and terms provided herein.

NOW THEREFORE, the County and the Supplier in consideration of the promises and the mutual covenants contained in this Contract, the sufficiency and receipt of which is hereby acknowledged, agree as follows:

ARTICLE 1
TERM

1.1 The Contract shall commence within ten (10) calendar days after receipt of written notice to proceed.

1.2 The agreement between ARC and Clayton County stipulates that all planning work and services required for this Freight Cluster Plan must be complete on or before December 31, 2028. In order to meet that deadline and allow time for Board of Commission review and approval, the County requires that all work associated with this project be completed by October 30, 2028.

1.3 The County reserves the right to terminate the Contract if grant or other funding is unavailable to continue the program.

ARTICLE 2
SCOPE OF SERVICES

The Supplier shall provide Freight Cluster Plans for Clayton County, Georgia as specified in this Contract and Attachment A, Scope of Services, attached hereto and incorporated herein by reference.

ARTICLE 3
COMPENSATION AND INVOICING

3.1 Compensation. The Supplier shall be compensated as set forth in Attachment B, Proposal Cost Form, attached hereto, and incorporated herein by reference.

3.2 A Contract Number will be generated by Clayton County Central Services to the Supplier for the acquisition of services specified, after all the Supplier required documents have been received in the Central Services office. Any documents for the Project must reference the Contract Number and Proposal number.

3.3 Invoices

3.3.1 Invoices and/or statements may be emailed to: Accountspayable@claytoncountyga.gov or signed originals mailed directly to the address listed below. Please note: only PDF format will be accepted as an original invoice. No faxed copies will be accepted.

Clayton County Board of Commissioners
Finance Department
P.O. Box 999
Jonesboro, GA 30237

3.3.2 The following information must appear on all invoices submitted:

3.3.2.1 Name and address of the Supplier;
3.3.2.2 Detailed breakdown of all charges for the services provided stating the applicable period of time;
3.3.2.3 Clayton County's Contract Number, Purchase Order Number, and Proposal Number; and
3.3.2.4 Statement from the Supplier that all invoices reflect a true and correct representation of the work completed for the billing period. The statement shall be signed by an authorized representative of the Supplier.
3.3.2.5 Invoices shall be based upon actual services rendered, actual work performance and/or products delivered in conjunction with the services.

3.4 Payments. Payment shall be tendered to the Supplier upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the Contract by completed services; completion of services ordered, verification of completion of work; assurance that the work is completed as specified and warranted; and receipt of a valid invoice.

3.5 County's Tax Exemption. The County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services. Exemption certificates will be furnished to Supplier upon request.

3.5 Supplier's prices shall include any and all travel expenses to the County.

ARTICLE 4
WARRANTIES AND CONTRACT PERFORMANCE

4.1 The Supplier's Statement of Warranty should include all applicable manufacturers' warranties and the Supplier's warranty in regards to products, equipment, materials, and workmanship. This statement shall include the terms, conditions, and the period of warranty coverage.

4.2 The Supplier shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Scope of Services attached as Attachment A. The Supplier shall bear all costs of correcting such services.

4.3 The Supplier warrants that all Freight Cluster Plan services shall be of the quality required by the County and in conformance with the manufacturer's requirements, warranty, and standards. The Supplier shall provide Freight Cluster Plan services that conform to the highest standards of the industry's practices and/or services.

4.4 All services performed shall comply with any applicable federal, state, or local laws, rules or regulations governing these types of services.

4.5 **Representations of Supplier**. The Supplier represents and warrants to the County that:

4.5.1 The Supplier is a _____, duly organized, validly existing and in good standing under the laws of the State of_____, is qualified to transact business in the State of Georgia, and has the full and complete right, power and authority to enter into this Contract and shall perform the Supplier's duties and obligations under this Contract in accordance with the terms and conditions of this Contract; and

4.5.2 The Supplier has obtained or will obtain all necessary licenses and permits that are required for the Supplier to provide the Freight Cluster Plan services pursuant to this Contract.

4.6 The Supplier warrants to the County that:

4.6.1 It possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Supplier will use its reasonable efforts to ensure that the services provided under this Contract will be provided and delivered in accordance with industry standards;

4.6.2 The Supplier is fully experienced and properly qualified to provide the Freight Cluster Plan services requested, and that it is properly equipped, organized and financed to provide such services; and

4.6.3 Following the date of acceptance of this Contract, all Freight Cluster Plan services provided by the Supplier to the County will conform to the representations contained in this Contract.

4.7 The Supplier is responsible to the County for acts and omissions of its employees, subcontractors and agents.

4.8 **Sufficient Staffing and Supplies**. The Supplier shall maintain adequate supplies of Freight Cluster Planning and sufficient and properly trained staff and personnel to provide the requested Freight Cluster Plans services in a skilled and satisfactory manner so as not to delay the completion of the same. The Supplier covenants with the County to utilize its best skill, efforts and judgment in furthering the interests of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials so as to provide the required Freight Cluster Plan services in the best way and most

expeditious and economical manner consistent with the best interest of the County.

4.9 Neither payment nor any provision in this Contract shall relieve the Supplier of responsibility for Freight Cluster Plan services not in accordance with this Contract and it shall remedy the same. The County shall give notice of defects or omissions with reasonable promptness. The Supplier shall within ten (10) days and without expense to the County, correct, remedy, or supply the omitted services. If the Supplier does not make good the deficiency or correct any deficiencies within the time designated in notice from County, the County may consider the failure to be an event of default and may terminate this Contract.

4.10 The County reserves the right to enforce the Supplier's delivery of services provided in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of Contract. It is understood that time is of the essence in the Supplier's performance and delivery of services.

ARTICLE 5
BONDING AND INSURANCE REQUIREMENTS

The Supplier shall comply with all bonding and insurance requirements set forth in Appendix B, Bonding and Insurance Requirements, attached hereto and incorporated herein by reference.

ARTICLE 6
INDEPENDENT CONTRACTOR

In conducting its business hereunder, the Supplier shall act as an Independent Contractor and not as an employee or agent of the County. The selection, retention, assignment, direction, and payment of the Supplier's employees shall be the sole responsibility of the Supplier.

ARTICLE 7
CONTROLLING LAW AND VENUE

7.1 This Contract shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

7.2 **Jurisdiction and Venue**. The Parties hereby submit and consent to the exclusive jurisdiction of the State Courts of Clayton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the Parties waive any objection it may have based on improper venue or forum non convenience to the conduct of any such action or proceeding in such court.

ARTICLE 8
ASSIGNMENT

8.1 Except as otherwise provided herein, this Contract shall not be sold, assigned or transferred by the Supplier by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Supplier, or with a business entity which is merged or consolidated with the Supplier or which purchases a majority or controlling interest in the ownership or assets of the Supplier without the prior written consent

of the County.

8.2 The Supplier may subcontract to an Affiliate or a third-party work to be performed under this Contract or otherwise assign the rights and obligations hereunder to such Affiliate, but will remain financially responsible for the performance of such obligations.

ARTICLE 9
NON-DISCRIMINATION

Notwithstanding any other provision of the Contract, during its performance the Supplier, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Contract does hereby covenant and agree, that:

9. 1 No person on the grounds of age, race, color, religion, sex, sexual orientation, marital status or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

9.2 In the furnishing of services or materials therein or thereon, no person on the grounds of age, race, color, religion, sex, sexual orientation, marital status or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

ARTICLE 10
DEFAULT AND TERMINATION

10.1 Termination by County for Cause. County may at its option, by giving written notice to Supplier, terminate this Contract:

10.1.1 For a breach of the Contract by Supplier that is not cured by Supplier within ten (10) days of the date on which County provides written notice of such breach or such other date in the written notice;

10.1.2 Immediately for a material breach of the Contract documents;

10.1.3 Immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Supplier's obligations under this Contract is in violation of any County Ethics Ordinances;

10.1.4 The Supplier fails to deliver or has delivered nonconforming goods or services or fails to perform to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but not limited to, the express warranties made by the Supplier;

10.1.5 The County determines that satisfactory performance is substantially endangered or that a default is likely to occur;

10.1.6 The Supplier fails to make substantial and timely progress toward performance of the Contract; and/or

10.1.7 The Supplier has engaged in conduct that has or may expose the County to liability as determined in the County's sole discretion.

10.2 Re-procurement Costs. In addition to all other rights and remedies County may have, if this Contract is terminated by County pursuant to the above subsection entitled "Termination by County for Cause", Supplier will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by County in the completion of the Services, including the cost of administration of any Contract awarded to other Persons for completion. If County improperly terminates this Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of Section 10.4 of this Contract, entitled "Termination by County for Convenience".

10.3. Termination by County for Insolvency. County may terminate this Contract immediately by delivering written notice of such termination to Supplier if Supplier:

10.3.1. Becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature;

10.3.2. Files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors;

10.3.3. Is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally;

10.3.4. Fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any applicable law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or

10.3.5. Applies for or consents to the appointment of any receiver for all or any portion of its property.

10.4. Termination by County for Convenience. At any time during the Term of this Contract or any issued Task Order, County may terminate this Contract for convenience upon thirty (30) days written notice of such termination. Upon a termination for convenience, Supplier waives any claims for damages, including loss of anticipated profits. As Supplier's sole remedy and County's sole liability, County will pay costs for the Work properly performed prior to the notice of termination, plus all reasonable costs for Work performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Supplier in its business within the thirty (30) days following termination. If requested, Supplier shall substantiate such costs with proof satisfactory to County.

10.5. Effect of Termination. Unless otherwise provided herein, termination of this Contract, in whole or in part and for any reason, shall not affect:

10.5.1. Any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or

10.5.2. Any remedies to which a Party may be entitled under this Contract, at law or in equity.

10.5.3. Upon termination of this Contract, Supplier shall immediately:

10.5.3.1. Discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services;

10.5.3.2. Inventory, maintain and turn over to County all Work Product, licenses, equipment, materials, plants, tools, and property furnished by Contractor or provided by County for performance of the terminated Services;

10.5.3.3. Promptly obtain cancellation, upon terms satisfactory to County, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by County;

10.5.3.4 Take all necessary or appropriate steps to limit disbursements and minimize costs;

10.5.3.5 Furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require;

10.5.3.6 Cooperate in good faith with the County during the transition period between the notification of termination and the substitution of any replacement Supplier;

10.5.3.7 Immediately return to the County any payments made by the County for goods and services that were not delivered or rendered by the Supplier;

10.5.3.8 Comply with all other reasonable requests from County regarding the terminated Services; and

10.5.3.9 Continue to perform in accordance with all of the terms and conditions of this Contract any portion of the Services that are not terminated.

10.6 Pursuant to O.C.G.A. §36-60-13(b) (1), if funding for this Contract is terminated, County will not be obligated to continue purchasing the commodities. County shall terminate this Contract upon ten (10) days' written notice to the Contractor.

10.7 In the event the Supplier is required to be certified or licensed as a condition precedent to providing goods and/or services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

ARTICLE 11
NOTICE

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by:

11.1 Registered or Certified United States mail, return receipt requested, postage prepaid;

11.2 Personal delivery to the County;

11.3 Overnight courier service; and/or

11.4 Delivered in person to the Supplier or his authorized representative on the work site.

11.5 All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two (2) weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Supplier to the County or by the County to the Supplier's authorized representative via Certified First Class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to County, addressed to:
Clayton County Central Services Department
7994 N. McDonough Street
Jonesboro, GA 30236
Attn: Director

With a copy to:
Clayton County Office of the County Attorney
102 Smith Street
Jonesboro, GA 30236
Attn: County Attorney

If to the Supplier, addressed to:

_____
_____
_____

ARTICLE 12
FEDERAL WORK AUTHORIZATION

12.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the County cannot enter a contract for the physical performance of services unless the Supplier and its subcontractors certify specific information on all new employees.

12.2 The Supplier certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

12.3 The Supplier agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as Appendix C, Required Form Submittals, and incorporated herein by reference.

12.4 The Supplier agrees that in the event that it employs or contracts with any subcontractor(s) in connection with this Contract, the Supplier will secure from each subcontractor an affidavit that indicates the employee-number category applicable to that subcontractor and certifies the subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Appendix C, Required Form Submittals.

ARTICLE 13
CORPORATE AUTHORITY

13.1 The Supplier has executed the Certificate of Corporate Authority attached hereto as Appendix C, Required Forms Submittal. The officials of the Supplier executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Supplier. The Supplier has all requisite power and authority to enter into and perform its obligations under this Contract. The execution and delivery by the Supplier of this Contract and the compliance by the Supplier with all of the provisions of this Contract:

13.2 Is within the purposes, powers, and authority of the Supplier;

13.3 Has been done in full compliance with applicable law, has been approved by the governing body of the Supplier, is legal and will not conflict with or constitute on the part of the Supplier a violation of, a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Supplier is a party or by which the Supplier is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Supplier; and

13.4 Has been duly authorized by all necessary action on the part of the Supplier. This Contract is a valid, legal, binding and enforceable obligation of the Supplier.

ARTICLE 14
INDEMNIFICATION

Supplier shall indemnify and hold the County, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

14.1 Supplier's or Supplier's Personnel's performance, nonperformance, negligence, intentional act or breach of this Contract;

14.2 Compensation or benefits of any kind, by or on behalf of Supplier's Personnel, or any subcontractor, claiming an employment or other relationship with Supplier or such subcontractor (or claiming that this Contract creates an inherent, statutory or implied employment relationship with County or arising in any other manner out of this Contract or the provision of services by such Supplier's Personnel or subcontractor);

14.3 Any actual, alleged, threatened or potential violation of any applicable laws by Supplier or Supplier's Personnel, to the extent such claim is based on the act or omission of Supplier or Supplier's Personnel, excluding acts or omissions by or at the direction of County;

14.4 Death of or injury to any individual caused, in whole or in part, by the tortious conduct of Supplier or any Person acting for, in the name of, at the direction or supervision of or on behalf of Supplier; and

14.5 Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Supplier or any Person acting for, in the name of, at the direction or supervision of, or on behalf of Supplier.

14.6 This indemnification provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of this Contract and continue for a period of two (2) years after termination thereof.

14.7 The Supplier shall protect Clayton County from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Supplier.

14.8 This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

14.9 Supplier shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

14.10 Supplier shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of Clayton County, Georgia, its departments, all elected and appointed officials, to include, but not limited to, its Commissioners, directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Contract.

ARTICLE 15
SLBE

15.1 Supplier shall comply with the County's Small Local Business and Procurement Nondiscrimination Program and Contract Compliance Requirements set forth below and in Appendix A, Contract Compliance Requirements, attached hereto and incorporated herein by reference. The SLBE goal for this Project is 0%.

15.2 Supplier has a dual reporting requirement. Supplier shall provide subcontractor agreements to the Contract Compliance Division of Central Services. Additionally, Supplier will be required to enter all payments and invoice information associated with the Contract into the County's PRISM monitoring system (canceled checks and invoices must also be scanned and attached to the file). All subcontractors are required to register in the system and acknowledge the payments reported.

15.3 If the Supplier's SLBE participation does not meet the goals established for the Contract, it will be required to submit evidence demonstrating that good faith efforts were made to meet the goal during the Contract term.

15.4 All SLBEs must perform a commercially useful function, which means performance or provision of real and actual services under the Contract or subcontract. The County shall consider factors such as the nature and amount of work subcontracted, whether the SLBE has the skill and expertise to perform the work for which it has been certified, whether the SLBE actually performs, manages or supervises the work and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them in determining if the SLBE is performing a commercially useful function.

15.5 If the Supplier fails to meet the SLBE participation percentages set forth in this Contract and fails to demonstrate good faith efforts to meet goals, the Supplier may be subject to any and all penalties listed in this Contract and the County's ordinances including the withholding of payments, being placed on the County's ineligible source list and termination of the Contract.

ARTICLE 16
UNAUTHORIZED GOODS OR SERVICES

Supplier acknowledges that this Contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the County's Board of Commissioners. Under Georgia law, Supplier is deemed to possess knowledge concerning the County's ability to assume contractual obligations and the consequences of Supplier's provision of goods or services to the County under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Supplier may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Supplier agrees that if it provides goods or services to the County under a Contract that has not received proper legislative authorization or if Supplier provides goods or services to the County in excess of the contractually authorized goods or services, as required by the County's Code of Ordinance, the County may withhold payment for any unauthorized goods or services provided by Supplier. Supplier assumes all risk of non-payment for the provision of any unauthorized goods or services to the County, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the County, however characterized, including, without limitation, all remedies at law or equity.

ARTICLE 17
AUDIT AND INSPECTION RIGHTS

17.1 General. Supplier will provide to County, and any Person designated by County, access to Supplier's Personnel and to Supplier owned Facilities for the purpose of performing audits and inspections of Supplier, Supplier's Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections, and access may be conducted to: verify the accuracy of Charges and invoices; examine Consultant's performance of the Services; monitor compliance with the terms of this Agreement; and any other matters reasonably requested by County. Supplier shall provide full cooperation to County and its designated Persons in connection with audit functions and examinations by regulatory authorities.

17.2 All audits and inspections will be conducted during business house (except with respect to Services that are performed during off-hours). Supplier shall promptly respond to, rectify the deficiencies identified in, and implement changes suggested by any audit or inspection report. If any audit or inspection of Charges or Services reveals that County has overpaid any amounts to Supplier, Supplier shall promptly refund such overpayment and Supplier shall also pay to County interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by applicable law, if lower) from the date the overpayment was made until the date the overpayment is refunded to County by Supplier.

17.3 Records Retention. Until the later of: six (6) years after expiration or termination of this Agreement; the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or the date such retention is no longer required to meet County's records retention policy or any record retention policy imposed by applicable law. If more stringent than the County's policy, Supplier will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable the County to enforce its audit rights under this Agreement.

ARTICLE 18
MISCELLANEOUS PROVISIONS

18.1 **Entire Agreement.** This Contract constitutes the entire agreement between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof and all representations, warranties, inducements, promises or contracts, oral or otherwise, between the parties not embodied in this Contract shall be of no force or effect.

18.2 County hereby engages the Supplier and the Supplier hereby agrees to provide the services and/or products set forth herein in accordance with this Contract, consisting of the following documents, attached hereto and incorporated by reference:

18.2.1 Amendments or Change Orders as mutually agreed and signed by both parties;
18.2.2 The Supplier's insurance certificates;
18.2.3 The Supplier's licenses; and
18.2.4 Appendices A – C; and Attachments A and B.

18.3 **Change Orders.** County and the Supplier hereby agree, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing, conforms to the County's policies and procedures governing change orders, is signed by County's and the Supplier's duly authorized representatives in the same manner as this Contract is executed.

18.4 Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Contract shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

18.5 Headings. The headings used in this Contract are intended for convenience and reference only and do not define or limit the scope or meaning of any provision of this Contract.

18.6 Force Majeure. Neither party shall be held to be in breach of this Contract because of any failure to perform any of its obligations hereunder if said failure is due to any natural disaster, act of God, act of terrorism, fire, flood, accident, strike, riot, insurrection, war, labor disputes or stoppages, government acts or orders, epidemics, pandemics or outbreak of communicable disease, quarantines, national, regional or local emergencies or any other cause whether similar in kind to the foregoing or otherwise, over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates, as soon as practicable after the force majeure condition ceases to exist or at such time the party or parties can reasonably continue such performance.

18.7 Waiver. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

18.8 Clayton County Holidays. Clayton County Board of Commissioners ("BOC") is open Monday through Friday, 8:00 AM to 5:00 PM, excluding County holidays approved by the BOC, closings due to inclement weather, and such other times as determined by the Chief Operating Officer or BOC. The BOC's designated County Holidays are updated every fiscal year on July 1 and extend until June 30 of the following year. Please refer to https://www.claytoncountyga.gov/government/board-of-commissioners/holidays for the current County Holidays.

18.9 TITLE VI SOLICITATION NOTICE - Clayton County, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.

18.10 Product Shipment and Delivery. All products shall be shipped F.O.B. Destination, freight prepaid and allowed. Destination shall be the location(s) specified in the Proposals and Quotations (attached hereto as Exhibit B). All items shall be at the Supplier's risk until they have been delivered and accepted by the County. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Supplier to remedy without cost to the County, regardless of when the hidden damage is discovered.

18.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Contract are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

18.12 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Contract.

18.13 Survival. Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Contract.

18.14 PUBLICITY. Supplier shall not make any public announcement, communication to the media, take any photographs or release any information concerning County, the Services of this Contract or any information relating to this Contract without the prior written consent

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

CLAYTON COUNTY, GEORGIA

BY: _____
Dr. Alieka Anderson-Henry, Chairwoman
Clayton County Board of Commissioners

Attest:

_____
Clerk

Seal

COMPANY NAME OR SERVICE SUPPLIER

BY: _____
Signature

Name: _____

Title: _____

BY: _____(Corporate Seal)
Signature (Corporate Secretary)

Signed, sealed and delivered
in the presence of:

_____, Notary Public

This ____ day of _____, 20__