



City of Holly Springs

Date: Monday, May 20, 2019

Location: 3235 Holly Springs Pkwy

Holly Springs Finance Committee Agenda 5:45 p.m., Public Safety Conference Room

- I. CALL TO ORDER
- II. NEW BUSINESS
 - A. Discuss a Request for Proposals for a Compensation Study
 - B. Discuss a proposal from Key Advisors for a Hospitality Study
 - C. Discuss a Request for Proposals for Holly Springs Parkway Traffic Study
- III. REPORTS
- IV. ADJOURNMENT

**Request for Proposal
Compensation Study
RFP # *******

Introduction

The City of Holly Springs, Georgia, ("City") is requesting proposals for consulting services to conduct an Employee Compensation Study as described herein.

Background Information

Located just north of Atlanta in fast-growing Cherokee County, the City of Holly Springs is a seven square mile oasis of friendly neighborhoods, thriving businesses, and wonderful early-twentieth century homes and commercial buildings. The City was incorporated in 1906, and quickly began building up around a busy train depot established by the L&N Railroad (now the Georgia Northeastern Railway). That depot, now the Holly Springs Community Center, was painstakingly restored by the City in the late 1990's and is a source of immense civic pride for our 11,935 residents.

The City is a full-service City, with a Mayor and five City Council members operating under the Council/Manager form of government. The City employs approximately 55 people (part-time and full-time) working in six (6) departments. City departments include Community Development, Court, Finance & Administration, Parks and Recreation, Police, and Public Works.

Goals and Objectives

The study shall evaluate the City of Holly Springs' present salary structure as compared to the relevant job market for comparable positions in the public sector. The goal of the project is to develop a compensation plan that fairly and equitably recognizes and rewards current and future employees and attracts highly-qualified candidates for City positions.

The consultant shall perform or provide the following:

- A. Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable other local governments as needed.
- B. Identify potential pay compression issues and provide alternative solutions.
- C. Recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and internal relationships and equity.
- D. Develop and provide a straightforward, easily understandable maintenance system that can be used to keep the classification system updated and equitable.
- E. Provide materials for and/or conduct employee communications regarding pay study.
- F. Recommend pay adjustments methodology for future employee promotions/demotions.
- G. Meet in person with all department heads to review and discuss job descriptions, duties, compensation, and exempt and non-exempt status of all employees within their departments.
- H. Review relevant portions of the City's Personnel Policies and Procedures and, when applicable, recommend changes needed in relation to classification and compensation.

All work will be done with regular involvement of the City Manager and City Clerk/Human Resource Department. Department Heads and other key personnel will be involved as necessary.

Regular presentations and meetings with these individuals or groups, incorporating their input into the process, are expected. Presentation to the City Council upon completion of the project is also expected.

A. Information Meetings

1. Consultant to schedule an initial meeting with City Manager/Finance Director and City Clerk/HR Director to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel.
2. Consultant to meet with department heads to explain study and process to be used.
3. Consultant to provide frequent updates to City Clerk/HR Director.

B. Compensation Study

1. Consultant to review current compensation plan and understand current challenges in recruiting and retaining employees.
2. Consultant to recommend and identify a consistent and competitive market position that the City can strive to maintain.
3. Consultant to recommend comparable labor markets, which may include both private and public sector employers for compensation survey.
4. Consultant to develop and conduct a comprehensive compensation and benefits survey.
5. Consultant to recommend appropriate salary range for each position based on the compensation survey results, and the internal relationships and equality. Prepare a new salary structure based on the results of the survey and best practices.
6. Consultant to develop guidelines to assist City staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
7. Consultant to recommend implementation strategies including calculating the cost of implementing the plan.
8. Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
9. Consultant to make recommendations and to provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, bilingual pay, promotional pay, and acting assignment pay.

10. Consultant to provide system documentation and computer formats/software to administer compensation plan.
11. Consultant to provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as a market survey.
12. Consultant to conduct a compression analysis to include any recommendations for implementation.
13. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

City Resources

The City will provide copies of all pay ranges, job classifications, and any other available in-house information requested by the selected consultant that may be required to complete the study.

Proposal Format and Requirements

The offeror shall submit one original (conspicuously marked "ORIGINAL"), four copies, and one electronic copy of their written proposal that presents their qualifications and understanding of the work to be performed. Include all information requested, organized in **tabbed** sections clearly identified in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal. The following information/documents shall be included in the proposal package to be considered responsive to the Request for Proposals:

A. Agents and Address

Identify who will be the project manager and key staff assigned if awarded. Provide resumes summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on the staff's experience with public sector compensation including public safety personnel. Describe successful outcomes. List the address, e-mail address, and telephone number of the office from which the services are to be provided. Promotional literature and other public relations documents should NOT be included.

B. Statement of Methods and Procedures

Provide a statement describing the scope of work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Provide a sample of reports and/or other correspondence.

C. Management Synopsis

Provide a synopsis prepared for management review, covering the significant features of the proposal including overall costs and term of work.

D. Structure and Content of Work Product

Provide a detailed breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final product will be structured and presented upon

completion. Include any computer/software compatibility information. Firms may elect to include in the section any innovative methods or concepts that might be beneficial to the City of Holly Springs if the minimum requirements set out in this RFP are met.

E. Work Schedule

Provide a timeline indicating tasks required and the start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded.

F. References

Include the name, address, telephone number, and e-mail address for contact persons at five (5) other public entities for which comparable services have recently been rendered.

G. Cost of Services

Provide a total cost estimate, including travel expenses, and “not to exceed” amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work; and an amount to be deducted from total cost estimate because Offeror is conducting (or has conducted in the past six (6) months) salary surveys of comparable jurisdictions, the data from which can be shared rather than independently gathered.

H. Final Product

Provide a statement that the proposer agrees to:

- a. Provide at least one (1) original, four (4) copies, and one electronic copy of the final report, tables, schedules, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation study in an electronic medium (flash drive); and
- b. Appear at a scheduled Council meeting to present the recommendations and final report.

I. Additional Services (Optional)

Provide any other related and recommended products or service not specified in the RFP which may be considered essential or beneficial by the firm. These services should be priced separately from “G” above and shown here.

J. Other

The complete (all pages) Request for Proposal documents with any addenda acknowledgements filled out, initialed, and signed as required. The person who signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

The compensation system to be recommended as responses to this RFP must adhere to the following basic elements and characteristics: (a) the system must meet all legal requirements, (b) be totally nondiscriminatory and provide for compliance with all pertinent federal, state, and local requirements (e.g., ADA, FLSA, EEO, etc).

1. The system must be easy for management to administer, maintain, and defend.

2. The system must easily accommodate organizational changes and growth.
3. The system should be based on sound compensation principles in which internal and external equity are considered within the pay structure, as well as, the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
4. The system should provide for new positions to be incorporated into the compensation plan, as well as, regular adjustments to maintain the plan's competitiveness.
5. The system should be compatible with current City of Holly Springs payroll programs/software.
6. The City requests that all information submitted by the successful consulting firm be in Microsoft Word format on a flash drive, and in hard copy. The City further requests the complete use of the material developed for the ability to update or change it as needed. All work provided by the consultant under contract with the City of Holly Springs shall belong exclusively to the City.

Cost Proposal

This request for information does not, under any circumstance, commit the City to pay any costs incurred by any proposer in the submission of qualifications. The proposer is responsible for all costs associated with the response to this request.

General Information

The City's website is www.hollyspringsga.us. The City of Holly Springs's current budget can be found on the City's website.

Questions

Questions pertaining to this document should be submitted via e-mail with "Questions about Salary Survey" in the subject line, at least five (5) days prior to the due date to knorred@hollyspringsga.us.

Addenda

It is the proposer's responsibility to check the website for any addenda. Go to www.hollyspringsga.us and select "Request for Bids, Proposals & Qualifications" under the E-Gov Services tab.

Criteria and Selection

After city staff has reviewed the proposals, final selection will be determined. The successful contractor will be required to enter into an agreement for professional services with the City of Holly Springs.

Proposals will be evaluated using the following criteria:

- | | |
|--|-----|
| • Quality and thoughtfulness of the proposal. | 20% |
| • Related experience of the firm and key staff with similar studies. | 20% |

- References, credentials and/or recommendations from past clients. 15%
- Costs associated with developing, preparing, and presenting the study. 25%
- Ability of the firm and the firm's subcontractors to provide the services requested as well as financial stability and availability. 20%

Submittals

All proposals must be delivered to the City no later than ****TIME**** on ****DATE****. Proposals must be delivered to the City of Holly Springs, Attn: Karen Norred, 3237 Holly Springs Pkwy., Holly Springs, GA 30115 or by mail to the City of Holly Springs, Attn: Karen Norred, PO Box 990, Holly Springs, GA 30142. Proposers will be responsible for delivery of their proposals to the City before the deadline. Any proposal received after the deadline will not be considered.

The City of Holly Springs reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.

The evaluation of proposals will be performed by City personnel who will then forward a recommendation to the City Council for consideration. Fee proposals, which are to be submitted with the qualification proposals will also be taken into consideration.

The duration of this consultant agreement has not been determined.

The City of Holly Springs does not discriminate based on race, creed, color, ethnicity, national origin, sex, age or marital status.

NON COLLUSION AFFIDAVIT

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the contract or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Holly Springs or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

AFFIDAVIT OF ELIGIBILITY

1. The vendor is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman AntiTrust Act, mail fraud or state criminal violations with a contract let by the State of Georgia or any political subdivision or municipal corporation of the State of Georgia.
2. No Elected Official or officer of the City of Holly Springs or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Holly Springs has a direct interest in the responder.

CONFLICTS OF INTEREST CERTIFICATION

No employee, officer or agent shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer or agent,
- Any member of immediate family

- An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements. By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the proposal submitted in response to this solicitation is in full compliance with the listed requirements.

Signature

Printed Name

Title

NOTARY:

Subscribed and sworn to before me this date:

BY: _____
Notary Public

My Commission Expires On: _____



a d v i s o r s

2526 Dellwood Dr. NW • Atlanta, Georgia 30305

www.keyadvisors.net

April 25, 2019

Mr. Robert H. Logan, CPA, CGMA
City Manager/Finance Director
City of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

Re: Proposed Hotel – Holly Springs, Georgia

Dear Mr. Logan:

In response to our recent conversation, I am pleased to submit this proposal for consulting services regarding the potential development of a hotel in Holly Springs, Georgia.

We understand the City of Holly Springs is looking to attract a private developer to build a hotel on one of several sites owned by the City. With a number of businesses requiring hotel accommodations, a growing economy, and no business class lodging properties available in the City, you believe the addition of a midscale to upscale hotel could be successful. As such, you have requested Key Advisors conduct an independent, “third-party” market and financial assessment for a proposed Hotel including:

1. assessing the overall desirability of the area as an overnight lodging destination including availability of complimentary support amenities, access, visibility and the like;
2. assessing the future market demand and support for a newly developed Hotel;
3. recommending a market driven product including its market position, suitable brand(s), room count, amenities including meeting space, and services to best meet market demand.
4. assessing the likely utilization of the proposed Hotel based on market supply and demand trends and its anticipated competitive advantages; and
5. preparing estimates of cash flow available for debt service for the recommended Hotel for its first five full years of operation.

We assume the report will be used for your internal use and can be shared with potential development partners, operating and franchise companies, and lending institutions for the purpose of your continued discussions. Neither these reports nor any portions thereof shall be disseminated to third parties by any means without the prior written consent and approval of Key Advisors.

SCOPE OF SERVICES

The specific steps we would undertake in the study are as follows:

1. Initial Meeting

We will discuss the Hotel project with you and your team to obtain a thorough understanding of the objectives and timing of the project. We will tour the site(s) and immediate area, discuss potential Hotel concepts you are contemplating, and gather any market and property information that is pertinent and readily available.

2. Site Analysis

We will conduct an assessment of up to three sites as they relate to the desirability for a lodging facility. Our assessment will include evaluating the sites relative to their current and proposed surrounding environments, the availability of support services for out-of-town guests, desirability of the destination, proximity of demand generators, and other relevant factors that would enhance the consumer's experience. Access and visibility and parking will also be addressed.

3. Area Review

We will evaluate relevant general economic conditions in the market area as they relate to lodging demand and use these indicators of potential future economic activity in our assessment of future demand. We will focus our research on the leisure and commercial development trends in Holly Springs, Cherokee County, and the Atlanta MSA area.

4. Competitive Supply

We will identify those properties that are likely to be competitive with the proposed Hotel and interview their management when possible. We recognize that the competitive set of hotels will include properties in neighboring cities given the lack of any properties in the City. We will prepare summary information including location, ownership, management, size, age/condition, demand segmentation and pricing, utilization metrics, and special attributes of each facility in the competitive set. We will also report any new supply that could potentially impact the competitive market.

5. Market Demand

We will prepare information on current demand patterns in the defined competitive lodging market including market segmentation, seasonality, and unsatisfied demand. Using our assessment of lodging trends and economic patterns in the area, historical growth in demand, and unsatisfied demand in the market, if any, we will prepare forecasts of future supply and demand for lodging, showing our estimates of market occupancy among the competitive hotels for a five year period.

Our analysis will incorporate interviews with key demand generators in the area, any economic development organizations, as well as tourism officials to help provide insights into development trends and major demand sources.

6. Recommendations

Our market research including interviews with various franchise representatives, hotel operators, and businesses as well as the strength of the market will provide the basis to recommend the appropriate sizing, market positioning, branding, and amenities. We will also opine on up to three proposed sites as to strengths and weaknesses with each.

7. Estimated Utilization

Our performance estimates for the proposed Hotel will be based on identification and quantification of the demand base likely to use the new Hotel. We will report on our assessment of the market, the components of demand, and how the Hotel will be evaluated by potential consumers from each identified market segment compared to the competition. The evaluation of the relative attractiveness of the product and location, together with anticipated strategies in terms of rates, services, and amenities, will form the basis for market share estimates. After estimating market share, by identified market segment, in terms of room nights likely to be captured by each segment, we will prepare estimates of occupancy and average daily rate attainable by the proposed Hotel for the first five full years of operation.

8. Financial Analysis

We will estimate potential revenues and expenses, by department, for the proposed Hotel for its first five full years of operation. The statements will be presented in current dollars and would include all revenues and operating expenses, to the line of Cash Flow Available for Debt Service and Income Taxes.

9. Documentation

We would issue a full narrative report summarizing our findings and conclusions, together with assumptions used in our analyses for the proposed Hotel. We would first issue you a draft and then after receiving comments issue the report to you in final format.

The report is intended for your internal use and can be shared with development partners, potential management and franchise companies, and lending institutions for the purpose of your continued discussions. Our report will be subject to our Statement of General Assumptions and Limiting Conditions, an example of which is included as Exhibit A.

TIMING AND FEES

Based on the scope of work outlined, our professional fees for the complete study as described would be \$15,000 and require approximately 6 to 8 weeks to complete once formally engaged. Timing is primarily a function of the availability of those key individuals identified for interviews during the research process as well as timely receipt of requested information from your organization.

Mr. Robert H. Logan, CPA, CGMA
City Manager/Finance Director
City of Holly Springs
Page 4

In addition to our fees, we would be reimbursed for out-of-pocket expenses at our cost, including travel and transportation, lodging, meals, research materials, telephone, postage, and report production. Expenses typically range between 10 percent and 15 percent of total professional fees. Work beyond the scope listed above or after the delivery of our reports will be billed separately on a time and expense basis.

Our firm policy requires we bill you for a retainer in the amount of \$7,500 at the commencement of the assignment. We will bill you for the balance of the assignment and any associated expenses after delivering the draft report. Our invoices will include a summary of expenses incurred. Our invoices are due at time of receipt.

QUALIFICATIONS OF KEY ADVISORS, INC.

Linda Wilson is the President of Key Advisors, Inc., a professional services company that focuses on providing market and financial analysis in the hospitality industry. She has more than 30 years of experience in marketing, operations, finance, valuation, and development in the hospitality and leisure sectors. Educated at Michigan State University's Hotel School and University of Missouri's Graduate Business School in Kansas City, her industry training began with Marriott at the Atlanta Marriott Airport Hotel.

Upon graduation, her consulting career commenced at Laventhol and Horwath. Her experience included market and economic feasibility studies, valuation, strategic planning, merger and acquisition consulting and market planning in the hotel industry. From 1992 to 1995, Ms. Wilson was a Senior Consultant with Coopers and Lybrand. During this period, her responsibilities included litigation support, workouts, valuation, as well as traditional market and financial studies in the hospitality and real estate industries.

From 1995 to 2002, Ms. Wilson was Director of the Southeast Hospitality Consulting group at Arthur Andersen. As a Principal, her responsibilities consisted of managing a variety of engagements including market and financial assessments of hotels, resorts, small inns, golf courses, spas, casinos, attractions, convention centers, entertainment complexes, and master planned communities. Over the years, Ms. Wilson has assisted a variety of clients including developers, owners, operators, lenders, law firms, brokers, governmental agencies, and architectural firms.

Ms. Wilson is a member of the International Society of Hotel Consultants and the Atlanta Hospitality Alliance. She has authored numerous articles on hospitality real estate issues and has been a guest speaker at various industry programs. Ms. Wilson is a founding member of Hospitality Industry Ministries, Inc. and serves on the board as the Treasurer since 2005. She was appointed to the Board of Directors for Hotel Equities, Inc. in 2010. She has also worked with Georgia Tech's Enterprise Innovation Institute as a tourism advisor and was recently appointed to the Michigan State University Hospitality School Real Estate Advisory Board.

Ms. Wilson is currently involved in and has recently completed a number of hotel projects in the Atlanta MSA including assignments in Sandy Springs, Midtown, Downtown, Dawsonville, and Sugar

Mr. Robert H. Logan, CPA, CGMA
City Manager/Finance Director
City of Holly Springs
Page 5

Hill, Georgia. Her recent experience includes working with large urban areas to small quaint towns that are currently underserved with lodging accommodations.

CONCLUSION

We are pleased you have considered Key Advisors for this assignment and feel well qualified to provide the quality services you have every right to expect. The experience of Key Advisors offers you a focused team with extensive industry and local expertise. In addition, because we are a small firm, your project will receive the utmost attention. The terms outlined in the proposal are valid for 60 days from the date issued.

We are convinced we can add value to this project and appreciate the opportunity to be of service to you. If this proposal is satisfactory, it can stand as the agreement between our organizations. If this is the case, we request that you sign one copy of this proposal and return it to us along with the requested retainer. Key Advisors services and work product are provided in the terms of this letter and those additional terms set forth in our Engagement Terms (Exhibit B), a copy of which is attached, and which is by this reference made an integral part of this letter.

Very truly yours,



Linda C. Wilson, President
Key Advisors, Inc.

AUTHORIZATION

I hereby acknowledge and accept the services and terms outlined in this engagement letter dated April 25, 2019 and I authorize Key Advisors, Inc. to proceed with the described services.

**THE FOREGOING PROPOSAL, AND ITS TERMS AND CONDITIONS SET FORTH
ARE ACCEPTABLE IN ITS ENTIRETY ON THIS DAY OF _____, 2019:**

Mr. Robert H. Logan, CPA, CGMA
City Manager/Finance Director
City of Holly Springs

STATEMENT OF GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This report has been made with the following general assumptions and limiting conditions:

1. This report has been made only for the purpose stated and shall not be used for any other purpose. Except as specifically stated in the report, neither this report nor any portions thereof including, without limitations, any conclusions as to value, the identity of Key Advisors or any individuals signing or associated with this report, or the professional associations or organizations with which they are affiliated shall be disseminated to third parties by any means or be included or referred to in any Securities and Exchange Commission filing or other public document without the prior written consent and approval of Key Advisors.
2. Information furnished by others and publicly available data from recognized sources of financial information, upon which all or portions of this appraisal are based, are believed to be reliable, but have not been verified in all cases. No warranty is given as to the accuracy of such information and data.
3. No investigation has been made of, and no responsibility is assumed for, the legal description or legal matters related to the asset(s) being valued, including title or encumbrances. Title to the asset(s) being valued is assumed to be good and marketable unless otherwise stated. The asset(s) being valued is (are) assumed to be free and clear of any liens, easements or encumbrances unless otherwise stated.
4. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national, government or private entity or organization have been, or can readily be, obtained or renewed for any use on which the value estimate contained in this report is based.
5. Full compliance with all applicable federal, state and local zoning, use, environmental and similar laws and regulations are assumed, unless otherwise stated.
6. Responsible ownership and competent property management are assumed.
7. Areas and dimensions of the property were obtained from sources believed to be reliable. Maps or sketches included in this report are only to assist the reader in visualizing the property and no responsibility is assumed for their accuracy. No independent surveys were conducted.
8. No soil analysis or geological studies were ordered or made in conjunction with this report, nor was an investigation made of any water, oil, gas, coal, or other subsurface mineral and use rights or conditions. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.
9. Unless otherwise stated in this report, we have no knowledge of the existence of hazardous material on, or in, the property; however, we are not qualified to detect such substances. The presence of potentially hazardous substances such as asbestos, urea-formaldehyde foam insulation, or industrial wastes may affect the value of the property. The value estimate herein is predicated on the assumption that there is no such material on, in, or near the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client should retain an expert in this field if further information is desired.

KEY ADVISORS ENGAGEMENT TERMS

These terms apply to the engagement described in any arrangement letter referencing them but shall also apply to any additional work we are asked within twelve months of any such arrangement letter to perform for client (unless a separate arrangement letter is used).

1. **Cooperation and Participation.** Key Advisors shall be entitled to rely on all information provided by and decisions and approvals of client (and its counsel). Client's management shall be solely responsible for applying independent business judgment with respect to Key Advisors services and work product (including decisions on implementation or other further course(s) of action) and to be solely and exclusively responsible for such decisions. Although Key Advisors will endeavor to be alert to any incorrect or missing data, and plans to apply its normal diligence in this regard, Key Advisors shall nevertheless be entitled to rely on the accuracy and completeness of all information provided to us.
2. **Confidentiality.** Key Advisors will maintain the confidentiality of client information of a confidential nature using the same degree of care it uses in maintaining its own confidential information. Client shall at no time disclose any of Key Advisors work product and other confidential material, or its role in this engagement, to any third party (except to a government agency or court, to the extent such filing is an agreed objective of this engagement) without Key Advisors prior written consent in each case. Client's use of Key Advisors work product from this engagement (except for copies of filed tax returns) shall in any event be restricted to the item's stated purpose (if any) and otherwise to client's internal business use only. Each of us retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the engagement. Notwithstanding anything herein to the contrary, (i) no restriction in this agreement is intended to be nor shall be construed as a condition of confidentiality as such term is used in IRC §§ 6011, 6111, 6112 and the regulations there under; and (ii) any corporation who is a party to this agreement has Key Advisors' authorization to disclose to any and all persons, without limitation of any kind, any entity, plan, arrangement or transaction (including every aspect thereof) with respect to which Key Advisors, in connection with this agreement, does or is required to introduce, recommend, give advice, or otherwise provide consultation or services. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this engagement, as well as other means of communication used or accepted by the other.
3. **Taxpayer Confidentiality Privileges; Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by Key Advisors may be subject to one or more claims of privilege by or on behalf of client (e.g., the attorney-client privilege; the IRC §7525 tax advisory privilege, etc.). Although the client is solely responsible for managing the recognition, establishment and maintenance (e.g. possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), Key Advisors shall cooperate with client's reasonable written instructions regarding same.
4. **Agreed Upon Scope of Work.** Key Advisors shall be obligated only for work or deliverables specified in the arrangement letter referencing these terms, and only for changes in such scope that

EXHIBIT B

are set forth in writing and duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, Key Advisors services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings.

5. **Access to Resources and Information.** Unless specified herein as the responsibility of Key Advisors to provide, client shall have obtained for Key Advisors on a timely basis any internal and third-party permissions, licenses or approvals that are required for Key Advisors to perform the services contemplated hereunder (including use of any necessary software or data). Client shall also provide Key Advisors with such information, signoffs and assistance as may be necessary to Key Advisors work or as Key Advisors may reasonably request, and Key Advisors personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within Key Advisors.
6. **External Factors; Standards of Performance.** Client acknowledges that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of the client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of Key Advisors performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the client's own business practices, Key Advisors has no responsibility to advise client of any such changes and client acknowledges the need for it to re-evaluate Key Advisors preceding services and deliverables. Key Advisors reserves the right to in whole or in part decline to perform certain tasks if information comes to Key Advisors attention indicating that performing such tasks could cause Key Advisors to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer reputational damage.
7. **Business Risk Allocations.** With respect to any services, work product or other deliverables hereunder, or this engagement generally, Key Advisors liability shall in no event exceed the fees it receives hereunder for the portion of the work giving rise to liability nor include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). Client shall upon the receipt of written notice indemnify Key Advisors and its affiliates, and their partners, principals and personnel, against all costs, fees, expense, damages and liabilities (including defense costs) associated with any third-party claim arising from or relating to: any services, work product or deliverables that client uses or discloses to others; or this engagement generally. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including contract, statute, any form of negligence whether of client, Key Advisors or others, tort, strict liability or otherwise) and whether or not Key Advisors was advised of the possibility of the damage or loss asserted, but shall not apply to the extent finally determined to be contrary to any applicable law. Such terms shall also continue to apply after any termination of this agreement and during any dispute between the parties.

EXHIBIT B

8. Affiliates. Recognizing that at times Key Advisors work may pertain not only to client but also to a parent, various of its subsidiaries, other affiliates, advisors and contractors, or to family members or related trusts, partnerships, partners, estates or foundations, client shall, as may be requested by Key Advisors from time to time (including subsequent to completion of the services), obtain written confirmation of their agreement to the terms of this letter. This agreement is binding on each party hereto and on each of its permitted successors, assigns and legal representatives. Key Advisors may authorize or allow its affiliates and contractors to assist in performing this letter and to share in Key Advisors rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in this letter and Key Advisors obtains such express commitments as are necessary.
9. General. This agreement, including its formation and the parties' respective rights and duties and all disputes that might arise from or in connection this letter or its subject matter, shall be governed by and construed in accordance with the laws of Georgia, without giving effect to conflicts of laws rules. Each party is an independent contractor with respect to the other and shall not be construed as having a trustee or fiduciary relationship. The letter, including this and any other incorporated attachments, sets forth the entire understanding between and among the parties regarding the subject matter addressed herein, supersedes all prior agreements, arrangements and communications and may not be modified or amended except by the mutual written agreement of both parties. If any term hereof is found unenforceable or invalid this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

April 29, 2019

Robert H. Logan,
City Manager/Finance Director
3237 Holly Springs Parkway, Holly Springs, GA 30115
P.O. Box 990, Holly Springs, GA 30142

Dear Robert

I am pleased to inform you, Mayor Miller and Council that Georgia Power will be providing a \$5000 grant to support the Hospitality Study that you and I discussed previously.

In Georgia Power's continuing efforts to enhance the economic growth of the communities we serve, these studies haven proven many times to be an undertaking that pays handsome dividends.

We recognize the efforts underway in Holly Springs to strategically plan for future growth and we are honored to have this opportunity to assist with the process.

At your earliest convenience please email me an invoice made out to Georgia Power in the amount of \$5000 for the Hospitality Study. I look forward to partnering with the City of Holly Springs.

Sincerely,



Joe Brownlee
Georgia Power - Cherokee Area Manager
1037 Marietta Highway, Canton, GA 30114

REQUEST FOR PROPOSALS FOR TRAFFIC STUDY

RFP -2019-03



City of Holly Springs
April 22, 2019

For questions, please contact Jacob Hughes, P.E., Consultant City Engineer @
jacob@bmandkinc.com or call 678-522-5601

TABLE OF CONTENTS

	<u>Section Reference</u>
INTRODUCTION	1.0
Purpose of Procurement	1.1
Basic Guidelines for Request for Proposals	1.2
Restrictions on Communications with Staff	1.3
DESCRIPTION OF REQUIREMENTS	2.0
Introduction	2.1
Scope of Work	2.2
PROPOSAL SUBMISSION AND EVALUATION	3.0
Presentation	3.1
Organization of Proposals	3.2
Submission of Proposals	3.3
Selection Criteria and Process	3.4
TERMS AND CONDITIONS	4.0
RFP Addenda	4.1
Proposal Withdrawal	4.2
Contract	4.3
Payment for Services	4.4
Conflict of Interest	4.5
Confidentiality Requirements	4.6
Georgia Open Records Act	4.7
Policy on Drug-Free Workplace	4.8

Exhibit:

Exhibit A: Map

Exhibit B: Cost Proposal

1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Holly Springs is requesting Proposals from qualified and experienced Transportation Engineering firms for Holly Springs Parkway Corridor Study. The City of Holly Springs was incorporated in 1906. The City's population is approximately 14,000 with a geographic area of approximately 6.7 square miles. The City offers police services while contracting for other services. Holly Springs operates on a Council form of government with an elected Mayor and five City Council members. The City Council appoints the City Manager, City Attorney, and Municipal Court Judge to carry out its policies and enforce its ordinances.

The selected Consultant shall furnish all labor, insurance, supervision, equipment, materials and incidentals necessary for the scope of services described below for the City of Holly Springs.

1.2 Basic Guidelines for This Request for Proposals

Competitive sealed Proposals shall be submitted in response hereto. All Proposals submitted pursuant to this request shall be made in accordance with the provisions of the City of Holly Springs Purchasing Policy, these instructions, and specifications. **Fees will be negotiated with the awarded consultant.**

Proposals shall be presented in a sealed opaque envelope with the Proposal number and name (RFP 19-03) Holly Springs Parkway Corridor Study clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND ONE (1) CD OR THUMB DRIVE OF THE PROPOSAL MUST BE SUBMITTED. (Total of three (3) submittals) one (1) hard copy original signed, one (1) CD or Thumb drive in a separate envelope. One (1) cost Proposal in a separate envelope.

The Proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Award(s) shall be made to the responsible Offeror(s) whose Proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Holly Springs reserves the right to reject any and all Proposals submitted in response to this request. The City of Holly Springs reserves the right to award to more than one contractor or consultant, if it is within the best interest of the City to do so.

It shall be unethical for any Offeror to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with this RFP. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of Offeror as an inducement for the award. For violation of this provision, the City shall reserve the right to reject the Proposal of the offending Offeror.

1.3 Restrictions on Communications with Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City Staff except through the Contracting Officer named herein or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the Proposal of the offending Offeror.

All questions concerning this RFP must be submitted in writing to the consultant City Engineer (Jacob Hughes, P.E. @ jacob@bmankinc.com) no later than May 24, 2018 at 5:00 p.m. No questions other than written will be accepted and all questions and responses will be posted to the Purchasing webpage shortly after the questions deadline. No response other than an official addendum shall be binding upon the City.

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Holly Springs has established certain requirements with respect to Proposals to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to meet any mandatory requirement will be cause for rejection of Offeror's Proposal.

Whenever the terms "can", "may", or "should" are used in the RFP, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

This corridor study should include:

- 1. Review of existing land use**
- 2. Development of future land use projections based on existing plans, including the City Center Renaissance Family of Plans, City Land Use Plan, and the Old Town Master Plan. Note, the Old Town Master Plan will be undertaken by the City of Mankato concurrently with this planning process.**
- 3. Access management**
- 4. Analysis of existing facilities**
- 5. Preparation of 25-year traffic scenarios.**
- 6. Provide an array of alternatives for roadway sections, including areas where on-street parking may be expanded, the accommodated and possibly on-street bicycle facilities, accommodating new and expansion of existing sidewalks, and streetscaping.**
- 7. Evaluation of possible alternative intersection alignments and traffic control at the existing signalized intersections.**
- 8. Evaluation of possible traffic calming measures that will address concerns regarding traffic characteristics, such as speed. This is referred to as examining contextual traffic characteristics.**
- 9. Evaluation of enhanced pedestrian crossing options along the corridor**

10. Traffic Operations Analysis
11. Analysis and Compilation of Crash Data
12. Environmental and social impacts
13. Evaluation of advantages and disadvantages and cost comparisons of the various alternatives
14. Examining impacts to freight movements along and through the corridor.
15. Impacts of the alternatives on regional and county roadway systems that connect into Holly Springs Parkway and impacts to connecting and parallel local streets.
16. Investigation of the feasibility of construction of alternatives within existing rights-of-way and right-of-way needs for other contemplated alternatives
17. Analysis of resulting capacity and level of service at major intersections
18. Analysis of existing functional classification under FHWA guidelines and future functional classification.
19. A recommended implementation plan with cost estimates.
20. Recommendations for traffic control measures along the aforementioned roads and intersections as well as a list of priorities and recommended implementation schedule for the Town to follow.

In addition to the elements above, the proposed study shall provide an array of alternatives that will address the needs for traffic flow and level of service along with land use considerations, pedestrian connectivity, and contextual traffic characteristics for the next 25 years and beyond along this corridor. The study shall include details of each alternative, including right-of-way utilization, roadway plan and profiles, alternative intersection alignments and traffic control, estimated costs, analysis of the effects and needed improvements, and the adequacy and need of the traffic control on connecting roadways and intersections. Other issues that should be considered addressed include access, pedestrian safety, addition and/or loss of parking.

The consultant will analyze existing traffic conditions for Holly Springs Parkway, major intersections along and other roadways that may handle appreciable traffic passing through, entering or exiting the corridor, determine existing capacities, identify locations with existing or short term potential for capacity and safety deficiencies, access management and control to adjacent properties, and propose alternatives for correcting these deficiencies.

Project Objectives

Holly Springs Parkway is the primary north-south road in the western portion of the City of Holly Springs, connecting the City of Canton and the City of Woodstock in Cherokee County. The City of Holly Springs is undertaking a Corridor Study of a portion of Holly Springs Parkway for the purpose of developing a future vision for the corridor to serve not only the existing traffic but also a projected 20 year growth of traffic as well as provide facilities for pedestrians. The primary objectives of the study will be:

- 2.3 Evaluate existing traffic conditions along the corridor and expected future growth.

- Evaluate existing traffic conditions at involved intersections and expected future growth
- Develop a Corridor Vision including typical sections and lane use configurations.
- Develop alternatives for pedestrian accommodation in the corridor.

The area of evaluation will be from the intersection of Sixes Road to the intersection of East Cherokee Drive approximately 1.4 miles.

Existing Conditions

Holly Springs Parkway would be classified as a principal arterial within the study area. The roadway is primarily a 2-lane road with right turn and left turn lanes in some locations and two way left turn lane along most of its length. Current average daily traffic volumes suggest a range from 19,100 vehicles per day (v.p.d.).

Sidewalk is mostly present on the east side of the street.

Existing traffic signals operate at the intersections of Sixes Road, River Park Blvd, Toonigh Road, Riverside Parkway/Stoney Creek Parkway, and East Cherokee Drive.

The City of Holly Springs requests Proposals from firms with corridor analysis, visioning, and design experience. The successful Consultant shall be pre-qualified with the Georgia Department of Transportation (GDOT) in relevant area classes and have experience with and knowledge of the various technical aspects of corridor analysis, traffic analysis and design, pedestrian facility development.

The City has allocated city funds to undertake this corridor analysis. No outside funding is currently provided for this study.

The scope of work will consist of an assessment of the existing conditions, a traffic study, development of alternatives and a final report.

Existing Conditions Assessment

The consultant will be expected to review the following studies, projects and planning documents that provide context for this project: GIS data/layers, as available from City, County

The consultant will develop maps and plans of the existing conditions along the corridor using existing applicable GIS data and other City resources, along with a visual survey of the corridor. Conditions to be noted include but are not necessarily limited to:

- Roadway cross sections including existing lanes and roadway widths
- Extent and widths of sidewalks
- Right of way limits based on City and County provided data
- Local zoning entitlements that could have traffic impacts on the corridor
- Planned transportation projects in or along the corridor
- Environmental Screening of potential resources (ecological, historical, archeological)

Traffic Study

The consultant will prepare a detailed traffic study for the Holly Springs Parkway Corridor. The study will consider future growth and zoning entitlements that will impact traffic on the corridor. The analysis must also consider the traffic conditions on Holly Springs Parkway with and without planned transportation projects in and along the corridor.

Future traffic volumes should be projected and analyzed for both the build and no-build conditions the existing, 5, 15, & 25-year periods.

The consultant will provide a complete traffic study report that outlines the methodology and presents the findings and conclusions of the traffic analysis.

Corridor Visioning

The consultant will develop a comprehensive vision for the Holly Springs Parkway corridor. This vision shall be based on a complete streets and context sensitive approach that addresses all forms of transportation including pedestrians.

The final corridor vision will consist of, at the minimum, the following for each character area:

- Typical Roadway and Right-of-way Sections
- Intersection and Lane use configurations
- Recommendations for bicycle and pedestrian facilities including pedestrian crossing locations and connections to adjacent facilities and paths.
- Streetscape Standards including hardscape, landscape, and lighting recommendations

Recommendations

The consultant will incorporate all the findings into a final report that includes general recommendations and a list and prioritization of potential projects. The recommendations will address typical sections, streetscape design, pedestrian and bicycle accommodation and the timing of improvements. Cost estimates will be provided for all recommended projects.

Meetings

It is anticipated that the consultant will conduct the following meetings with the city:

1. Project Kick-off Meeting
2. Presentation of Findings of Conditions Assessment and Traffic Study
3. Review of Alternatives
4. Final Report Review

Other conference calls or project coordination meetings may be scheduled as necessary during the project. The consultant will also to prepare and present at a minimum of two (2) City Council

meetings - one (1) during the study development and one (1) for presentation of final report and recommendations.

2.4 DELIVERABLES

Project deliverables include:

1. Final Corridor Vision Report to include:
 - a. Typical Sections
 - b. Corridor Maps including location of proposed segments and pedestrian facilities
 - c. Intersection and Lane Use Diagrams
 - d. Streetscape Standards
 - e. Project List and Cost Estimates
 - f. Final Recommendations

The final project deliverables will NOT include development of detailed concept layout plans or concept reports. These will be developed as part of future project development of the projects identified in the Corridor Vision Report.

All documentation shall be compatible with MS Office products. All concept drawings shall be compatible with MicroStation or AutoCAD. All GIS files shall be in ESRI format (Version 10.0 or below, file geodatabase), projected to NAD83 Georgia State Plane Coordinate System West Zone (feet).

2.5 SCHEDULE

The Consultant shall acknowledge that Time is of the Essence and shall adhere to the schedule of activities as agreed to by the City of Holly Springs.

2.6 INFORMATION TO BE PROVIDED IN PROPOSAL

Offerors shall explain and justify how they propose to deliver the services required by this RFP and to outline their qualifications and relevant experience for undertaking this Project. This information will be evaluated and assigned points as determined by the committee evaluating Proposals ("Evaluation Committee") against requirements stated in the RFP. Evaluations will be documented on evaluation worksheets. Evaluation worksheets are not available during the solicitation process but are available after award under the Georgia Open Records Act, as are all other solicitation documentation.

All Offerors responding to this RFP shall submit a non-price Proposal ("Technical Proposal"), sealed and clearly marked in an envelope as outlined below:

Sealed Envelope to include: Technical Proposal meeting the requirements as set forth in the section of this RFP entitled "Technical Proposal Contents."

A Proposal submitted for consideration must bear the endorsement of the Offeror by signature of a principal of the firm or corporation submitting the Proposal.

A Proposal must include, at a minimum, the following components:

Technical Proposal Contents

a) Describe qualifications, including:

1. Firms must meet the minimum qualifications in order to be fully considered. The Consultant (either the prime or one or more of the sub-consultants) shall be prequalified in the following GDOT area classes.
 - a. 1.06 (a) NEPA Documentation
 - b. 1.06 (b) History
 - c. 1.06 (c) Air Studies
 - d. 1.06 (d) Noise Studies
 - e. 1.06 (e) Ecology
 - f. 1.06 (t) Archaeology
 - g. 1.06 (g) Freshwater Aquatic Survey
 - h. 1.07 Attitude, Opinion, and Community Value Studies
 - i. 1.09 Location Studies
 - j. IJO Traffic Analysis
 - k. 1.13 Non-Motorized Transportation Planning
 - l. 3.03 Multi-lane Urban Roadway Widening and Reconstruction
 - m. 3.06 Traffic Operations Studies
 - n. 3.07 Traffic Operations Design
 - o. 3.08 Landscape Architecture
 - p. 3.13 Facilities for Bicycles and Pedestrians
2. Submit the GDOT "Notice of Professional Consultant Qualifications" for the prime consultant and all sub-consultants or joint venture of consultants on the presented team listed in the Proposal.
3. Complete the Proposal Form and provide a signed original within the firm's PROPOSAL.
4. Complete the Georgia Security and Immigration Compliance Act Affidavit form and provide a notarized original within the firm's PROPOSAL.
5. Complete the O.C.G.A. § 50-36-l(e)(2) Affidavit Verifying Status Public Benefit (SAVE), and provide a notarized original within the firm's PROPOSAL.
 - a. Describe experience on similar projects. The size and overall experience of the Proposer with similar sized governmental entities should be described with references provided. Capabilities and experience in applying technology should be included. Also, experience with other should be described.

- b. Describe qualifications of the Proposer and available resources including:
 - i. Legal structure of the Proposer and/or consortium of Proposers, if applicable
 - ii. Organizational structure of the Proposer, including roles. Describe the role of each entity comprising a partnership or consortium presenting a Proposal with respect to carrying out the specifications and requirements of this RFP.
 - iii. Resources available to perform the work for this Project. Discuss how this Project would impact current and anticipated workload.
 - iv. Notable expertise or other special capabilities of members of the Project team that uniquely qualify the Proposer to accomplish the requirements and specifications of the RFP.
- c. Provide contact information for projects identified in Item b. Contact information shall include: name of contact, address of contact, telephone number or numbers of contact, and current e-mail address of contact.
- d. Provide project schedule.

3.0 PROPOSAL SUBMISSION AND EVALUATION

Proposal Format:

To secure information in a form which will ensure that Proposals can be properly evaluated, you are asked to submit your Proposal in the format listed below.

1. Title page should include the Proposal subject, the firm's name, address, phone number, email address, and contact person, date of the Proposal.
2. Table of Contents with page numbers.
3. Firms shall demonstrate an understanding of project objectives. The firm must also demonstrate an understanding of the City's goals, the project issues and challenges and how they may affect project delivery.
4. Firm profile including:
 - * Provide business address
 - * Provide a statement addressing the number of years in business
 - * Provide a copy of the State's Certificate of Incorporation
5. Team composition - a complete listing of all key personnel who will be assigned to this project, their background, experience, qualifications, roles and responsibilities, and availability. Provide the Resume of the principal Design Engineer the firm will assign for this project. Provide the Resume of the Utility Coordinator the firm will assign for this project

Project references - provide a list of five (5) intersection improvement design projects completed within the past five (5) years, including;

- a. Project Location
- b. Project Description

- c. Date Completed
- d. Client Information: Name & Address
- e. Client Reference: Name, Telephone Number and Email address

The City of Holly Springs retains the right to request any additional information pertaining to the Consultant's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work. The City of Holly Springs reserves the right to reject any and all Proposals and to waive any informality in the solicitation process.

Every effort should be made to make Proposals as concise as possible using a minimum font size of 12 point. The body of the submittal is limited to a maximum of fifteen (15) pages.

3.3 Evaluation of Submittals

Proposals must meet certain mandatory criteria in order to qualify for further evaluation. Any "no" answer to the first and last questions will disqualify the Proposal. A "yes" answer to the second and third question will require a written explanation, and may disqualify the Proposal.

- 1 Is the Consultant properly licensed?
- 2 Has disciplinary action been taken or is pending against the Consultant?
- 3 Has the Consultant been barred from providing work on federal, State or City construction projects?
- 4 Is the Consultant using E-Verify in compliance with State and City laws?

Proposals will be reviewed using the following technical criteria. Proposals should address each question.

- 1. Does the Consultant have a quality control program to help ensure adherence to high professional standards, if yes, please provide.
- 2. Does the Proposal fully respond to the needs of City of Holly Springs?
- 3. What is the timeframe the Consultant will be able to complete the services requested?
- 4. Are the Consultant's professional personnel to be assigned to the engagement and the Consultant's management support personnel available for technical consultation adequate?
- 5. Has the Consultant performed similar services for other local governments, or has there been experience working with the City of Holly Springs and DeKalb County? If so, please list the references for local government experience and indicate if we may contact them.
- 6. Does the Proposal adequately describe in a clear, concise, and understandable manner the procedures to be used for completion of the project?

Signature Requirements

Proposals must be signed by a duly authorized official of the responder. Consortia, joint ventures, or teams submitting Proposals, although permitted and encourages, will not be

considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each Proposal should indicate the entity responsible for execution on behalf of the Proposal team.

3.3 Submission of Proposals

The Proposal package should be sealed in a separate envelope and identified as follows: RFP 18-153Holly Springs Parkway Corridor Study. Your firm name and address should be placed on the envelope. Your fee Proposal should be in a separate sealed envelope with "Fee Proposal" on the outside of the envelope.

3.4 Selection Criteria and Process

The following criteria will be weighed in evaluating the qualification of each Consultant:

Bid Evaluation Scoring

Evaluation of Proposals:

The Proposals will be evaluated and ranked in accordance with the following factors:

20% - Specialized expertise, capabilities and technical competence, as demonstrated by the Responder's expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques.

25% - Project background and experience, as demonstrated by the Responder's ability, familiarity and experience with handling similar projects and the qualifications and related experience of key staff members.

25% - The Responder's record of past performance on similar projects, including quality of work, ability to control costs, and ability to meet schedules.

10% - The availability of personnel and other specialized resources to perform the work within the specified time limit.

20% - Total cost* and associated hours of work compared to other proposals.

*Consultant shall submit their fee Proposal in a seal separate envelope. Fee shall be negotiated with the awarded vendor if it is in the best interest of the City to do so.

4.0 TERMS AND CONDITIONS

4.1 RFP Addenda

The City of Holly Springs reserves the right to addend the RFP prior to the date of Proposal submission. Addenda will be posted to the City of Holly Springs's website, it is recommended that applicant vendors register for the City of Holly Springs bid and addenda notifications located on the Purchasing Department website.

4.2 Proposal Withdrawal

Prior to the Proposal due date, a submitted Proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No Proposal may be withdrawn for a period of one hundred twenty (120) days after the time scheduled for the Proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could lead to rejection of the Offeror's Proposal and discussions initiated with the second highest scoring Offeror.

4.4 Payment for Services

The city will make payments to the successful Offeror on a monthly basis. Monthly invoices are required.

4.5 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the City of Holly Springs that would prevent objectivity, the Offeror must disclose such relationship(s).

4.6 Confidentiality Requirements

The staff members who are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Proposals.

4.7 Georgia Open Records Act

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be

proprietary. Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor Proposals unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).

**Exhibit B
Cost
Proposal**

Total Cost\$ _____
Print Clearly

Cost Proposal shall be in a separate seal envelope with project name and name of company noted on the outside of the envelope

Study Area

Write a description for your map.

Legend

RED DASHED LINE
IS THE STUDY
CORRIDOR

Google Earth

© 2018 Google

2000 ft

