



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

June 29, 2022

Subject: RFP #2125-P, Development Impact Fee Study

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for a development impact fee study, in accordance with the information contained herein.

Questions concerning this request for proposals should be addressed to Ted Crumbley in writing via email to PurchasingGroup@fayettecountyga.gov or fax to (770) 719-5509. Questions will be accepted until 3:00 pm, Tuesday, July 19, 2022.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Request for Proposals #2125-P
Request for Proposals Name: Development Impact Fee Study

Your envelope must be sealed, and should show your company's name and address.

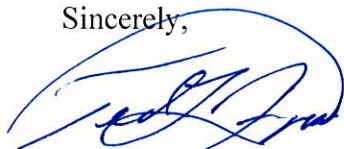
Proposals will be received at the above address until 3:00 p.m., Thursday, July 28, 2022 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals, cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation.

The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a large, loopy blue oval that serves as a background for the signature.

Ted L. Burgess
Director of Purchasing

Attachment

GENERAL TERMS AND CONDITIONS
RFP #2125-P: Development Impact Fee Study

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is 2125-P and
 - c. The RFP Name, which is *Development Impact Fee Study*

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, three (3) bound paper copies, and a complete copy on a flash drive to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

RFP Number: 2125-P
RFP Name: Development Impact Fee Study

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
5. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening to the date of award, unless this time frame is specifically excepted to in your offer and accepted by the county.
6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be

withdrawn after the opening only with written authorization from the Director of Purchasing. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.

The county reserves the right to waive any defect or irregularity in any proposal received.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
8. **References:** Offerors shall include a list of comparable or relevant projects to serve as references, as described in the Proposal Response Requirements of this Request for Proposals.
9. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

10. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the county. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
11. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
12. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county

that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.

13. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
14. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
15. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
16. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
17. **Indemnification:** The contractor shall indemnify and save the county and all its officer, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed by or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
18. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the county.
19. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the successful offeror, the successful offeror shall provide

Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

20. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
21. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
22. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
23. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

FAYETTE COUNTY, GEORGIA
SCOPE OF SERVICES
Request for Proposal #2125-P: Development Impact Fee Study

OBJECTIVE

Fayette County, Georgia seeks to contract with a qualified firm to perform a Development Impact Fee Study (DIFS) and update the Capital Improvement Element (CIE) of the county's Comprehensive Plan, consistent with the Georgia Development Impact Fee Act of 1990 and Fayette County Code Part II, Chapter 104, Article XII (Development Impact Fee).

STATEMENT OF NEED/SCOPE OF SERVICES

The county's current CIE established the level of service for fire services in 1999 and projected the need based on population growth until 2023. It was limited to fire services.

The updated DIFS addressed by this RFP will facilitate planning through they year 2043. It will include the following:

1. Updated study for Fire Services
2. Added study for Emergency Medical Services
3. Added study for Parks, Recreation Areas, and related facilities

The study will be used to update the Capital Improvements Element (CIE) of the Fayette County Comprehensive Plan, to ensure that adequate public facilities are available to serve new growth and development, and that new growth and development pay their proportionate share of the cost.

The selected firm will prepare draft and final reports that contain background information, a revised Impact Fee Methodology Report, revised impact fee calculations, an amended CIE, a revised impact fee schedule, and any other relevant information to update or establish the above-listed impact fees.

The county's Fire District includes the Towns of Brooks, Woolsey, and Tyrone. The Emergency Medical Services district includes the City of Fayetteville, as well as the Towns of Brooks, Woolsey, and Tyrone. Parks and Recreation includes the Town of Brooks. None of the districts include Peachtree City, the largest municipality in the county, which provides its own services.

PROPOSAL RESPONSE REQUIREMENTS

Proposals must include the following, preferably in the order shown:

1. **Cover Page:** Include the Request for Proposals number (*#2025-P*) and title (*Development Impact Fee Study*). Also include your firm's name.
2. **Table of Contents**

3. **Required Documents:**

- a. Company Information Page
- b. Contractors Affidavit Under O.C.G.A. § 13-10-91(b)(1)
- c. Exceptions, if any
- d. Signed addenda, if any are issued

4. **Project Understanding and the Proposed Solution:** State your understanding of the services required. Describe the approach you propose to take in addressing the needs addressed by this request for proposals. Indicate your level of expertise with development impact fee studies in Georgia. Identify challenges you will face. Creativity and innovative ideas are encouraged in your response.

5. **Project Team:** Identify team members who would be assigned to this project. Include a resume for each key team member. Identify the key contact person, lead instructor, or project leader. Describe each key team member's experience with comparable projects, the role that each member played, and the expected role of each when doing work for this project.

6. **Organization's Background and Experience:** Provide a brief overview of your company, including its size and number of employees, corporate structure, legal status, number of years in business, background and history. Include the firm's specific experience with development impact fee studies.

Demonstrate the firm's experience and qualifications by listing five comparable or relevant projects you have undertaken that were similar to the project addressed by this request for proposals. For each project, provide the name and location of the government entity, a brief description of the work, approximate completion date, a contact person and title, email address, and a valid telephone number. The county reserves the right to select projects from this list and contact them to use as references.

7. **Proposed Schedule:** Timely completion of the project is important to the operations of the county. Provide a schedule including relevant milestones and timing for each task / activity.

8. **Price:** On a separate page, state the details of your proposed pricing. Include all fees and other charges. Clearly label each as a firm-fixed price or a not-to-exceed price. State your total proposed price, again showing it as a firm-fixed price or a not-to-exceed price.

Place the Pricing document in a separate envelope, as instructed in the Terms and Conditions, Item #3.

EVALUATION PLAN

A contract will be awarded to the firm whose proposal is most advantageous to the county, with technical merit, price, presentations if applicable, and other factors considered. Evaluation scores will be made up of the following components, with their relative percentage values:

	Percent
Technical Merit	60%
Price	20%
Presentations	<u>20%</u>
Total	100%

A. Technical Merit

The points earned for technical merit will comprise 60% of the total evaluation score. Additional information about the requirements for each criterion is shown in items 4-7 in the *Proposal Response Requirements* above. Criteria for technical merit are, in priority order, as follows:

<u>Criteria</u>	<u>Max Points</u>
1. Project understanding and the proposed solution	25
2. Project Team	20
3. Organization's background and experience	10
4. Proposed schedule	<u>5</u>
Total Maximum Points – Technical Merit	60

B. Pricing

Another 20% of your score will be determined by your proposed price, as compared to other responding entities. Proposed prices will be assigned points earned through use of a variance weighting method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other proposals' price scores will be calculated based on the variance of their prices from the lowest offered price.

C. Presentations

The county may at its discretion, choose one or more of the best-scoring companies to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate the presentations, and add up to 20 points to the score for each company that makes a presentation.

COMPANY INFORMATION

RFP #2125-P: Development Impact Fee Study

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cell Number: _____

E-mail Address: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

2125-P: Development Impact Fee Study
Name of Project

Fayette County, Georgia
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: _____

RFP #2125-P: Development Impact Fee Study

EXCEPTIONS TO SPECIFICATIONS

Please list below any exceptions or clarifications to the specifications. Explain any exceptions in full.

[illegible]

COMPANY NAME: _____