



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT

140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

April 5, 2016

Subject: RFP #1082-P, Road Pavement Consulting Services

Dear Sir or Madame:

Fayette County, Georgia is seeking proposals from qualified consultants for pavement management inspections, condition rating and reporting services, in accordance with the specifications and information contained herein. All required information shall be included with your proposal.

All questions and inquiries concerning this request for proposals or the specifications shall be addressed in writing to Trina C. Barwicks, Contract Administrator of Purchasing, 140 Stonewall Avenue West, Suite 204 in Fayetteville, Georgia 30214 from 8:00AM to 5:00PM. The telephone number is (770) 305-5420, Fax: (770) 719-5515 and/or Email Address: tbarwicks@fayettecountyga.gov. Any deviations from this procedure for questions or information pertaining to this request for proposal may result in your proposal being rejected.

All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **proposal number** and **reference** along with your company's name and address on the **sealed** envelope in which the proposal is returned.

**PROPOSAL MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, SUITE 204
FAYETTEVILLE, GEORGIA 30214
PROPOSAL #1082-P
REFERENCE: ROAD PAVEMENT CONSULTING
SERVICES**

Proposals will be received at the above address until 3:00pm, Tuesday, April 26, 2016 in the Purchasing Department, Suite 204. Proposals will be opened at approximately 3:00pm, Tuesday, April 26, 2016 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed/Emailed proposals will not be considered.

APRIL 5, 2016

PROPOSAL #1082-P

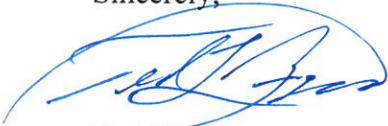
If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to and all addenda for that request for proposal will also be mailed to those companies or individuals.

Note: The name of the companies that respond to this request for proposals will be posted on the Fayette County website within 3 business days after the proposal opening.

There is no set time for an award to be made, as the proposals have to be evaluated. If an award is not made within 60 days of the proposal opening, an update will be posted on the Fayette County website.

If this proposal is awarded; once everything has been received by the successful company and the award is completed, that information will be posted on the Fayette County website. Please keep this procedure in mind.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB\tcb

Attachment

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in the 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. **Responder's Questions:** The Fayette County Purchasing Department must receive questions about this request for proposals in writing at least 72 hours before the scheduled proposal opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the request for proposal in the form of an addendum on the county's website at http://www.fayettecountyga.gov/purchasing/bids_and_proposals.htm. It is the responsibility of the prospective proposer to check the website for any addenda issued for this request for proposal.
4. **Submission of Offers:** Offeror's must submit their proposal, along with any addenda 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, #1082-P, and
 - c. The "reference" which identifies the proposal, which is "**Road Pavement Consulting Services**".

Mail or deliver one (1) unbound original proposal (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and three (3) copies, to:

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

Attention: Contracts Administrator

5. **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.
6. **Open Offer:** 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 unless this time-frame is specifically made exception to in your offer.

7. **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.

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

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

8. **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 O.C.G.A. § 50-18-72 (A)(34).
9. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
10. **References:** Offerors shall submit with proposals a list of three (3) jobs the offeror has done that are of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.
11. **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.
12. **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.
13. **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.
14. **Arrears:** Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the county.
15. **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.

16. **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.
17. **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.
18. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
19. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
20. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.
21. **Insurance:** The contractor shall, without expense to the county, carry 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.
 - **Professional Liability (Errors and Omissions) Insurance:** \$1,000,000 limit per claim and aggregate.

Before a contract with the successful responder is executed, the successful responder 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. The certificate shall list an additional insured as follows:

Fayette County Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

22. **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.
23. **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.
24. **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.
25. **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
Checklist of Required Documents**

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

**REQUEST FOR PROPOSALS #1082-P,
ROAD PAVEMENT CONSULTING SERVICES**

Be sure to include with your proposal:

- Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____
- Completed Proposal _____
- Company information – on the form provided _____
- References – on form provided _____

COMPANY NAME: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#1082-P ROAD PAVEMENT CONSULTING
SERVICES

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 _____, _____, 2016 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 _____, 2016.

NOTARY PUBLIC

My Commission Expires:

ROAD PAVEMENT CONSULTING SERVICES

PAVEMENT MANAGEMENT INSPECTION, CONDITION RATING AND REPORTING SERVICES

I. INTRODUCTION AND BACKGROUND

Unincorporated Fayette County maintains approximately 470 miles of paved roads. Currently the County is using the windshield method Pavement Surface Evaluation and Rating (PASER) and before that hired a consultant to rate the pavement in 2006. Typical pavement maintenance focuses on crack-sealing, milling, patching and resurfacing. The Road Department works toward a goal of resurfacing 25 miles in-house each calendar year.

In an effort to manage the County assets and resources in the most efficient manner possible, Road Department is working towards development and implementation of a pavement management system. The Road Department would like to have 380 miles of unincorporated roads uniformly rated. The ratings will be used to develop a comprehensive, multi-year program for preservation, maintenance and improvements.

It is the county's intention to contract with a firm that will allow the City of Tyrone and Town of Brooks to enter into separate agreements for the same services, including the same terms and conditions, prices, and other material considerations as included in the contract resulting from this Request for Proposals. Prices offered to the City of Tyrone and Town of Brooks would be the same as those contracted with the county.

II. SCOPE OF WORK

Pavement Inspection and Assessment: A list of streets will be provided to the Consultant by the County. All data collection and inspections must be performed by qualified and trained personnel. Information for each segment shall include, but not be limited to: roadway classification, roadway width and length, pavement type, pavement condition and pavement condition index score, recommended rehabilitation strategy and estimated cost. The proposed fee for this task shall be based on 380 centerline miles of roadways, and shall be prorated if the actual mileage is ten percent (10%) lesser or greater than the assumed 380 centerline miles.

The Contractor will inspect all roads and train Road Department staff using the ASTM 6433 method.

Training: The contractor shall train up to four (4) staff on how they approach pavement evaluations, so that the county can do future walking evaluations in-house.

III. CONSULTANT QUALIFICATIONS

The firm and key team members must have a minimum of five (5) years' experience with pavement evaluations and inspections. Any changes in key personnel after the award of the contract must be approved by the County before the change is made. Experience for individuals responsible for evaluating pavement is of high importance and shall demonstrate an understanding of pavement structures, and the ability to rate levels of deterioration in pavement in accordance with ASTM D6433-11 guidelines.

The Consultant will be responsible for actively managing assigned projects and for providing all services and work to complete the projects, including gathering and analyzing all information, data and requirements.

The county encourages innovative ideas and approaches to the project.

IV. PROPOSAL RESPONSE REQUIREMENTS

Proposals must include the following, in the order shown:

1. **Cover Page:** Include the Request for Proposals Number (#1082-P) and title (Road Pavement Consulting Services).
2. **Table of Contents**
3. **Required Documents:** Include the following on the forms provided:
 - a. Company Information
 - b. References
 - c. Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
4. **Project Understanding and Approach:** Describe your understanding of the project and the general approach to be undertaken, including the level of effort required for the work proposed. Use tables, as appropriate, to quantify man-hours, sub consultants, equipment, and materials. Describe each step in the overall review, analysis and completion of the work. Include any tasks that are not specified in this RFP but should be performed in completion of the project.

Provide a summary of information you will need from the County in order to complete the scope of work. This information may include but is not limited to: kickoff meeting, data collection matrix, street inventory information, any historical files on construction and maintenance actions, traffic information (i.e., TI) and AutoCAD or GIS files.

5. **Company Background and Expertise:**
 - a. Describe your firm's background and size. Include the number of years in business; the corporate structure, legal status and professional credentials.
 - b. Furnish examples of recent (in the last 5 years), relevant projects that were similar to the work addressed by this request for proposals. (Major projects of more than 5 years ago may be considered, if relevant).
 - c. Describe any specialization or unique capabilities of your firm.
 - d. Describe the Consultant firm's available resources and capability for actually undertaking and performing the work. Include a listing of current work commitments to other projects or activities in sufficient detail to show that the organization and all of the individuals assigned to the contract will be available to complete the project.

6. **Project Team:** Identify the project manager, other key individuals and their responsibilities, and provide resumes of these individuals. Include the expected amount of involvement for each consultant team member. Include a resume for each. Describe each 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.

Identify the main person of contact for the county and any relevant projects this team member has been a part of as listed in the Scope of Services.

7. **Training for County Staff:** Describe the training you would provide to county staff, as noted in the Scope of Work above.
8. **Schedule:** Proposals shall include a schedule showing deliverables and the number of days needed to complete each, from the date of receiving a notice to proceed from the County.
9. **Price:** Include a price proposal on the form provided. All costs must be included in the prices you offer.

V. EVALUATION CRITERIA

The Fayette County Purchasing Department is the facilitator for issuing this RFP. All communications during procurement shall be through the Purchasing Department.

An Evaluation Committee will review and evaluate proposals. The points earned for technical merit will comprise 70% of your evaluation score. Criteria for technical merit review are, in priority order, as follows:

- A. Project Understanding approach and innovated ideas with examples.
- B. Company's background and expertise.
- C. Project Team.
- D. Proposed training for county staff
- E. Proposed Schedule.

The remaining 30% of your score will be determined by your proposed pricing. This should be prepared assuming 380 miles of road, subject to adjustment as described in the scope of work section.

The county reserves the right to request oral presentations or interviews with one or more of the firms that achieve the highest-scoring evaluations, at the county's discretion.

**REQUEST FOR PROPOSALS #1082-P
ROAD PAVEMENT CONSULTING SERVICES**

PRICING SHEET

ITEM	UNIT	QTY.	PRICE PER UNIT	EXTENDED PRICE
PAVEMENT INSPECTION, ASSESSMENT, CLASSIFICATION, CONDITION INDEX SCORING, REHABILITATION STRATEGY, COST ESTIMATE, AND RELATED SERVICES	MILE	380	\$	\$
STAFF TRAINING	HOUR	_____	\$	\$
TOTAL EXTENDED PRICE				\$

State Number of Days to Start Project after Notice to Proceed is issued: _____ Days.

State Payment Terms _____.

COMPANY'S NAME _____

REFERENCES – RFQ #1082-P

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are required.

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

COMPANY NAME _____

COMPANY INFORMATION

Company _____

Physical Address Of Business _____

Mailing Address (**If Different**) _____

Authorized Representative _____

(Print or Type)

Authorized Representative _____

(Signature)

Title _____

Email Address: _____

Telephone Number: _____ Fax Number: _____

Cellular Number: _____