

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

November 2, 2016

Subject: Request for Proposals #1221-P: Water System Engineer of Record

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified firms to serve as Engineer of Record for Water System related engineering needs. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information should be included with your proposal.

A mandatory pre-proposal conference will be held at 10:00a.m., Friday, November 18, 2016 at Fayette County Crosstown Water Treatment Plant, 3500 TDK Boulevard in Peachtree City, GA 30269. This will be the opportunity to view both water treatment plants, voice all questions, concerns and comments about the Request for Proposals, and have them addressed.

All questions and inquiries concerning this request for proposals or the specifications shall be addressed in writing to Trina Barwicks, Contract Administrator of Purchasing, in writing to, email address: tbarwicks@fayettecountyga.gov or fax to (770) 719-5515, Monday through Friday excluding holidays from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420. 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 #1221-P
REFERENCE: **WATER SYSTEM ENGINEER OF RECORD**

Proposals will be received at the above address until 3:00pm, Tuesday, November 29, 2016 in the Purchasing Department, Suite 204. Proposals will be opened at approximately 3:00pm, Tuesday, November 29, 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.

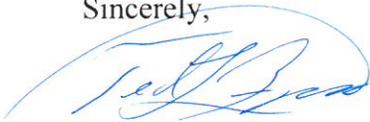
If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette 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

TERMS AND CONDITIONS

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 **1221-P**, and
 - c. The "reference" which is **Water System Engineer of Record**

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

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:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety (90) days from the date of the opening unless this time-frame is specifically excepted to in your offer.
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.

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.

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. **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.
9. **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.
10. **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.

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 owners. 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. **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.
15. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through to June 30, 2018. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
16. **Rates:** The rates for the initial term of the contract will remain in effect through June 30, 2018. Thereafter, each subsequent renewal period is subject to adjustment only if included in the contract as signed by both parties.
17. **Direct Expenses:** Direct expenses will be charged at the actual cost with no additional mark-up, provided prior county approval is given. Direct expenses would cover necessary cost and charges incurred to execute the work, including but not limited to: direct costs of travel, equipment and supplies, subcontractors, and other related outside services. The Engineer of Record shall discuss any direct cost requirements with the County Administrator or his designee in advance of execution to obtain approval.
18. **Scope of Work Exceptions:** The county reserves the right to competitively solicit other vendors for tasks or project that are anticipated to cost \$200,000 or more, but which would otherwise fall within the Scope of Work specified in the contract.
19. **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.
20. **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.
21. **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.
22. **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.
23. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.

24. **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.
- **Professional Liability (Errors and Omissions) Insurance:** \$2,000,000 limit per claim and aggregate.

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

25. **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.

26. **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.

27. **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.

28. **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 with your proposal and
the Required Documents in the order listed below)*

REQUEST FOR PROPOSALS #1221-P: WATER SYSTEM ENGINEER OF RECORD

Company information – on the form provided _____

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

Completed Proposal _____

List of exceptions, if any – on the form provided _____

References – on the form provided _____

Signed addenda to the RFP, if any _____

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

1221-P: WATER SYSTEM ENGINEER OF RECORD

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:

Fayette County, Georgia
Request for Proposals #1221-P: Water System Engineer of Record

OBJECTIVE

Fayette County, Georgia seeks to procure the services of a qualified firm to serve as Engineer of Record for Water System-related engineering needs. The desired result will be a blanket contract for engineering services, on an as-needed basis, for the Fayette County Water System. The contract's first term is planned to be effective on the date of execution of the contract (the "Effective Date"), and continue until June 30, 2018, with options to extend the contract for two (2) additional one-year terms.

As specified in the Terms and Conditions section of this Request for Proposal, the county reserves the right to competitively solicit other vendors for tasks or projects that are anticipated to cost \$200,000 or over, but which would otherwise fall within the scope of work specified herein.

INTRODUCTION

The Fayette County Water System is a part of Fayette County government, operating under the Board or Commissioners and the County Administrator. A Water Committee acts as an advisory committee to the Board of Commissioners.

The System has three Category I dams and four raw water storage reservoirs, which are Lake Kedron, Lake Peachtree, Lake Horton, and Lake McIntosh. Two water treatment plants provide potable water, as follows:

- Crosstown Water Treatment Facility: Built in 1986 and expanded most recently in 1997, it has a capacity of 13.5 million gallons per day.
- South Fayette Water Treatment Facility: Completed in 2001, it has a capacity of 9.2 million gallons per day.

Potable water storage capacity includes 7.25 million gallons of elevated storage, and 9.0 million gallons of ground storage, for a total of 16.25 million gallons.

Approximately 606 miles of water lines, of various diameters, deliver water to approximately 25,950 residential, 850 commercial and 80 industrial customers.

STATEMENT OF NEED

The county has an on-going need for engineering services related to the treatment, storage, and distribution of water, as well as other activities related to ownership and operation of a water system. The county seeks to enter into a contract with a qualified firm to serve as Engineer of Record. The contractor will provide services on an as-required basis, at hourly or other rates as included in the contract. There will be no minimum amount of work or number of projects explicit or implied by the contract, and the Engineer of Record will execute projects as assigned.

SCOPE OF SERVICES

The county will assign projects to the Engineer of Record on an as-needed basis. The projects may be assigned individually or in groups. Projects may consist of any engineering services related to work of the Water System. This may include, but not be limited to, the following examples:

1. Conduct water quality studies and recommend treatment or system improvements.
2. Provide construction management and inspection, project management, process consulting, designing and planning services.
3. Furnish modeling, data analysis and interpretation.
4. Prepare mapping, surveying, or similar products.
5. Obtain environmental or other permits.
6. Manage the annual water line extension contract (Note: Typical extensions are 8" in diameter and 600' to 1200' in length):
 - a. Coordinate with water System staff to determine scope.
 - b. Analyze existing system at tie-in locations and conduct a field survey of proposed water line alignment.
 - c. Prepare water line Plan and Profile drawings, erosion control plans and construction details.
 - d. Coordinate with Water System customers and other utilities.
 - e. Coordinate right-of-way requirements and obtain needed permits.
 - f. Conduct all tasks related to the invitation to bid, recommend award, and develop the resulting contract.
 - g. Issue construction plans, inspect water line installations and repairs, review and approve shop drawings and pay requests, and issue directives to the contractor.
7. Conduct water shed monitoring and quality analysis.
8. Provide chemical treatment process advice for efficiency.
9. Perform safe dams inspections and reporting.
10. Prepare other invitations to bid, contracts, or agreements as needed by the Water System.
11. Provide overall operations support or other services as needed.

Firms shall be required to have on their proposed team, at least one Professional Engineer, licensed in the State of Georgia, who is also recognized by the GA Department of Natural Resources – Safe Dams Program as an “Engineer of Record” with respect to Category I dam design.

The contractor shall provide monthly reporting and invoicing on all active projects, in a manner and format that is mutually agreed upon by the contractor and the Water System Director.

PROPOSAL RESPONSE REQUIREMENTS

Individuals and firms who attend the mandatory pre-proposal conference are invited to submit proposals. Proposals must include the following, in the order shown:

1. **Cover Page:** Include the Request for Proposals number (#1221-P) and title (*Water System Engineer of Record*). Also include your firm’s name, address, telephone number, fax number, and e-mail address.

2. **Table of Contents**

3. **Required Documents:** Company Information Page, Contractors Affidavit and signed addenda, if any.
4. **Understanding and Approach:** State your understanding of the services required. Describe the approach you propose to take in addressing the needs addressed by this request for proposals.

Describe your firm's background and size. Include the number of years in business; the corporate structure, legal status and professional credentials. If you would use any regular subcontractors or partners in delivery of the proposed services, identify them and explain their roles.

5. **Project Team:** Identify team members who would be likely to be assigned to projects as listed in the Scope of Services. Include a resume for each key team member. Identify the main contact person for the county. Enclose proof of licenses to practice engineering in the State of Georgia. 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. Indicate the office location where each member will work for this project, if not the firm's main address shown above. The project team may include personnel hired by the firm directly, or a mixture of personnel and outside sub-consultants.

Minimum Requirement: Firm must employ, on staff, at least one Professional Engineer, licensed in the State of Georgia, who is also recognized by the Georgia Department of Natural Resources - Safe Dams Program as an "Engineer of Record" with respect to Category I dam design. Identify this Professional Engineer in your response.

6. **Firm's Expertise and Experience:** Demonstrate the firm's experience and qualifications by listing relevant projects that were similar to the work addressed by this request for proposals. Projects within the last five years are preferred, but projects over five years ago may be considered if relevant.

Describe any specialization or unique capabilities of your firm. This may include technical innovation, cost effectiveness, specialization in permitting, community outreach, or other capabilities in which you excel.

7. **Quality of Written Proposal:** The Evaluation Team will consider such factors as effectiveness of communication, relevance of information provided, overall layout, or other factors as may be appropriate.
8. **References:** Supply a minimum of three references, to be submitted on the form provided.

9. **Fees & Rates Schedule:** Include a price proposal sheet that contains, in a clear format and in detail, proposed hourly rates, non-hourly rates, and any other components of your billing structure for the work described in this request for proposals. List position titles and hourly rates for each. Indicate whether each listed position is considered Executive/Administrative, Manager/Supervisor, Professional, Administrative/Support/Clerical, or other. All costs must be included in your rates.

EVALUATION PLAN

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 are, in priority order, as follows:

1. Understanding and approach
2. Project team
3. Firm's expertise and experience
4. Quality of written proposal

FEES AND HOURLY RATES

The remaining 30% of your score will be determined by your proposed fees and rates, as compared to other responding companies.

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 and score the presentations, and adjust evaluation score totals accordingly.

REFERENCES

RFP #1221-P: WATER SYSTEM ENGINEER OF RECORD

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 preferable.

REFERENCE ONE

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approx. Date & Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approx. Date & Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approx. Date & Scope of Work _____

COMPANY NAME _____

COMPANY INFORMATION
RFP #1221-P: WATER SYSTEM ENGINEER OF RECORD

Company _____

Physical Address Of Business _____

Mailing Address (If Different) _____

Authorized Representative _____

(Print or Type)

Authorized Representative _____

(Signature)

Title _____

Email Address: _____

Company Telephone Number: _____ Fax Number: _____

Project Contact Person Name: _____

Office Number: _____ **Cellular Number:** _____

Email Address: _____