

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

March 11, 2015

Subject: Request for Proposals #940-P Engineer of Record for Public Works

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals to acquire a qualified firm to serve as Engineer of Record for public works-related engineering needs. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information shall be included with your proposal. The term of this agreement shall begin on the effective date as set forth on the agreement page of the contract, and continue through June 30, 2016. 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).

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 #940-P
REFERENCE: ENGINEER OF RECORD FOR PUBLIC WORKS

MARCH 11, 2015

PROPOSAL #940-P

Proposals will be received at the above address until 3:00pm, Tuesday, March 31, 2015 in the **Purchasing Department, Suite 204**. Proposals will be opened at approximately 3:00pm, Tuesday, March 31, 2015 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.

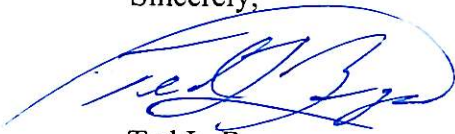
If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette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

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. **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 #940-P, and
 - c. The "reference" which identifies the proposal, which is "**Engineer of Record for Public Works**"

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

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 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:** A proposal is a public record, except for material which qualifies as trade secret information. To keep this information confidential, a proposer must submit trade secret materials in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Proposal." Each page in the envelope should be stamped or otherwise marked designating it as trade secrets or confidential. Do not attempt to designate the entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret, as doing so may result in your proposal being disqualified. See O.C.G.A. 50-18-72 for specific Georgia law on this subject.
8. **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.
9. **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 Owner reserves the right to obtain clarification or additional information from any firm regarding its proposal. The Owner 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 Owner further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
10. **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.
11. **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.
12. **Arrears:** Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the County.
13. **Notice to Proceed:** Each project shall be subject to negotiation as to the number of hours or other inputs required. After the county and the contractor reach agreement as to project assignments, the county will issue a Project Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred prior to the county issuing the written notice to proceed for each project.
14. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2016. 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).

15. **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.
16. **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 uncopied 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.
17. **Indemnification:** The Consultant 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.
18. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.
19. **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:** \$2,000,000 limit per claim and aggregate.

Before a contract is executed with the Successful Offeror, the Successful Offeror shall provide a current original certificate of insurance, including required endorsements, declarations pages and other supplements for all required coverage. The Successful Offeror can provide the Certificate of Insurance after award of the contract, but must provide it 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 Consultant of the Consultant'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 30 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 Consultant, which shall itemize each element of performance completed.
22. **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 state court in Fayette County, Georgia.

Fayette County, Georgia
Checklist of Required Documents

(Please Return This Checklist with Your Proposal)

REQUEST FOR PROPOSALS #940-P
ENGINEER OF RECORD FOR PUBLIC WORKS

Be sure to include with your proposal:

- Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____
- Completed Proposal _____
- Price Schedules (placed in an additional opaque sealed envelope) _____
- Company information – on the form provided _____
- Responders Qualification – 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

RFP #940-P ENGINEER OF RECORD FOR PUBLIC WORKS

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 _____, _____, 2015 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 _____, 2015.

NOTARY PUBLIC

My Commission Expires:

**Request for Proposals No. 940-P
Engineer of Record for Public Works**

OBJECTIVE

Fayette County, Georgia is seeking proposals to acquire a qualified firm to serve as Engineer of Record for public works-related engineering needs. The desired result will be a blanket contract for engineering services, on an as-needed basis, for Fayette County Public Works. The County desires a three year contract. The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2016. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms.

INTRODUCTION

The Fayette County Public Works is a part of Fayette County government, operating under the Board or Commissioners and the County Administrator. Fayette County Public Works is tasked with operating and maintaining the county owned roads, right-of-ways and associated drainage structures. This includes approximately 500 linear miles of road and approximately 2,000 culvert crossing.

STATEMENT OF NEED

The county has an on-going need for engineering services related to the design, construction management, as well as other activities related to ownership and operation of a Public Works. 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 any contract resulting from this solicitation, and the Engineer of Record will execute projects as assigned. The County reserves the right to make the decision to perform any work in-house, or by other means it deems to be in the interest of the County.

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. The most common type of work to be performed under this RFP are services in support of Fayette County's Stormwater Utility. The Utility has an annual budget of approximately \$250,000 for stormwater-related repairs, replacements and upgrades. Other projects requiring Engineering services will be funded as specific line items in the County's budget or as a Capital Improvement Project. Services that may be awarded under this RFP include:

1. Hydrologic & Hydraulic Analysis and Modeling;
2. Stormwater Management;

3. Construction Engineering & Inspection;
4. Surveying;
5. Erosion Control Plan Development;
6. Project Management;
7. Feasibility Studies;
8. Flood Control, Mapping and Analysis;
9. Environmental Permitting;
10. Procurement (e.g., preparing specifications, invitations to bid, contracts, etc.);
11. Water Quality Sampling, Studies, and Analysis;
12. Cost Estimating;
13. Septic System Design & Permitting;
14. Site Planning & Design (e.g., Grading Plans);
15. Low Impact Design Solutions;
16. Peer Review; and
17. Other Related Services, as needed.

Engineering services for Fayette County's Transportation-SPLOST projects are excluded from this RFP, as well as any project partially or fully funded with State or Federal money that has procurement requirements not satisfied by this RFP.

PROPOSAL RESPONSE REQUIREMENTS

Proposals must include the following, in the order shown:

1. **Cover Page:** Include the Request for Proposals number and title.
2. **Table of Contents**
3. **Required Documents:** Include the following: Company Information on form provided and Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1).
4. **Statement of Qualifications:** Include the following:
 - a. State your understanding of the services required.
 - b. Describe your firm's background and size. Include the number of years in business; the corporate structure, legal status and professional credentials.
 - c. If you would use any regular subcontractors or partners in delivery of the proposed services, identify them and explain their roles.
 - d. Furnish a summary 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).
 - e. Describe any specialization or unique capabilities of your firm. This may include technical innovation, cost effectiveness, permitting specializations, community outreach.
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. Enclose proof of licenses to practice engineering in the State of Georgia. 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. Indicate the office location where each member will work for this project, if not the firm's main address shown above. The project team

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 by a mixture of personnel and outside sub-consultants.

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.

Minimum Requirements: Firm shall be required to employ, on staff, at least one Professional Engineer, licensed in the State of Georgia.

6. **Project Approach:** Describe the approach you propose to take in addressing the needs identified in this request for proposals.
7. **References:** Supply a minimum of three references, to be submitted on the form provided in the request for proposals.
8. **Price:** 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. All costs must be included.

EVALUATION PLAN

An Evaluation Committee will review and evaluate proposals. Evaluation scores will be based on technical merit of the proposal, using the following criteria, in order of importance:

1. Past performance on projects provided in the statements of qualifications; in terms of cost control of budget commitments, quality of work, innovative solutions, and compliance with project schedule.
2. Qualifications, certification, and experience of individual team members.
3. Understanding of what is needed, and proposed approach to address the need.
4. Relevant experience and qualifications of the firm in performing similar work.
5. Quality of written proposal (e.g. effectiveness of communication, relevance of information provided, and overall layout).

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.

FEES AND HOURLY RATES

Each proposal shall include a proposed fee schedule in a separate, sealed envelope, as describe above in the Proposal Response Requirements section. After proposals have been evaluated and scored on technical merit, and any oral presentations or interviews conducted (if applicable), the Fees and Rates Schedule of the best-scoring firm will be opened. The county will enter into negotiations with the firm. If the county and the firm do not reach agreement, the county will open the Fees and Rates Schedule of the next-best scoring firm, and so on until a satisfactory agreement has been reached. Any Fees and Rates Schedules remaining unopened will be returned to the submitting firms.

RESPONDER'S QUALIFICATION SHEET – PROPOSAL #940-P

Please list five (5) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferred.

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 _____

RESPONDER'S QUALIFICATION SHEET – PROPOSAL #940-P - (CONTINUED)

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: _____