

May 2, 2018

Subject: Request for Proposals #1504-P: Public Works Engineer of Record

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 should be included with your proposal.

Questions concerning this request for proposals should be addressed in writing to Trina Barwicks, Contract Administrator via email to: tbarwicks@fayettecountyga.gov or fax to (770) 719-5515. Questions will be accepted until 3:00pm, Tuesday, May 22, 2018.

The Purchasing Department office hours are Monday through Friday 8:00am to 5:00pm excluding holidays. The office telephone number is (770) 305-5420.

Proposals will be received at the address below until 3:00pm, Wednesday, May 30, 2018 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

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

Request for Proposals #1504-P
Request for Proposals Name: Public Works Engineer of Record

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

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 addenda.

Sincerely,

A handwritten signature in blue ink that reads "Ted L. Burgess". The signature is written in a cursive style with a large initial "T" and a prominent "B".

Ted L. Burgess
Director of Purchasing

TLB/tcb

Attachment

GENERAL TERMS AND CONDITIONS
RFP #1504-P: PUBLIC WORKS ENGINEER OF RECORD

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 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 **1504-P**, and
 - c. The "reference" which is **Public Works Engineer of Record**

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) unbound original proposal (paperclip, binder clip or loosely book acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, five (5) paper copies, and a copy on a flash drive 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:** 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. **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 owners. 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. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2019. 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. **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 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 caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct 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, 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.
 - **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

20. **Building Permits:** Work performed for the county requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
21. **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.
22. **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.
23. **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.
24. **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.
25. **Non-Discrimination:** The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
26. **Small, Minority & Women's Businesses:** The Contractor agrees to abide by all requirements in the Code of Federal Regulations at 2 CFR 200.321 titled "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms." The requirements are as follows:
 - a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
27. **Debarment and Suspension:** Contractor shall certify on the enclosed form that it has not be listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
28. **Anti-Lobbying Amendment:** In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), for any Task Order exceeding \$100,000.00 the contractor must certify on the enclosed form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal award.
29. **Clean Air Act and the Federal Water Pollution Control Act:** For any Task Order exceeding \$150,000 the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
30. **Access to Records:** The contractor will allow access by the federal grantor agency, the county, the Federal Emergency Management Agency, the United States Comptroller General, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
31. **Records Retention:** The contractor shall retain all records pertaining to the contract for three years after the county makes final payments to the contractor, and all other pending matters are closed.
32. **Breach of Contract:** For any Task Order exceeding the simplified acquisition threshold (currently \$150,000), the county will be responsible for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms. Sanctions and/or penalties shall be determined as appropriate for individual situations.

**Fayette County, Georgia
Checklist of Required Documents**

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

RFP #1504-P: PUBLIC WORKS ENGINEER OF RECORD

Company Information _____

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

Pricing Proposal – Separate, Sealed Envelope _____

Anti-Lobbying Certification _____

Suspension & Debarment Certification _____

Exceptions to Specifications _____

References - On form provided _____

Addenda, if any are issued _____

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

#1504-P: PUBLIC WORKS 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 _____, _____, 2018 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 _____, 2018.

NOTARY PUBLIC

My Commission Expires:

**RFP #1504-P: PUBLIC WORKS ENGINEER OF RECORD
ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

RFP #1504-P: PUBLIC WORKS ENGINEER OF RECORD

CERTIFICATION

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals, (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Fayette County, Georgia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Georgia Emergency Management Agency and Fayette County, Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**REQUEST for PROPOSALS #1504-P:
PUBLIC WORKS ENGINEER OF RECORD**

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, 2019. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms.

The desired result is an on-call contract for engineering and related services. Fayette County Public Works will be the primary “owner” of most projects, although services provided by the Engineer of Record (EOR) may be available to any County Department.

Fayette County reserves the right to competitively solicit other Consultants for tasks with fees anticipated to cost \$150,000 or more, that would otherwise fall within the scope of services specified herein.

INTRODUCTION

The Fayette County Public Works Department is a part of Fayette County government, operating under the Board of 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 crossings.

In March 2017, the voters of Fayette County, Georgia approved a Special Purpose Local Option Sales Tax (SPLOST) referendum. The 2017 SPLOST is focused on infrastructure and includes over \$23 million for County stormwater projects. **The primary focus of this Request for Proposal (RFP) is to solicit proposals from highly qualified consultants to provide the necessary staff, materials, and services for engineering, design, permitting, and/or construction administration of stormwater projects.**

STATEMENT OF NEED

The county has an on-going need for engineering services related to the design, delivery, and construction management, as well as other activities related to ownership and operation of a Public Works Department. The county seeks to enter into a contract with a qualified firm to serve as EOR. The consultant will provide services on an as-required basis, based on the hourly rates established in the contract, or other rates as included in the contract. Each Task Order will specify a lump-sum amount or a maximum not-to-exceed amount and provide a detailed statement of work, requirements, and specifications.

There will be no minimum amount of work or number of projects explicit or implied by any contract resulting from this solicitation, and the EOR shall 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 best interest of the County.

Fayette County currently has three existing EOR contracts; one with the Solid Waste Department, one with the Water System, and one Transportation EOR contract with the Public Works Department. The types of work and associated expertise for each EOR contract are independent of each other and shall have minimal cross-over for services among the EOR's unless there are exceptional circumstances and direction is provided, in writing, from the Fayette County Purchasing Department.

SCOPE OF SERVICES

The county will assign projects to the EOR 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 replacing stormwater infrastructure. The SPLOST has a budget of approximately \$7.8 million for stormwater-related repairs, replacements, and upgrades for the next three years. Other projects requiring Engineering services will be funded as specific line items in the County's budget or as a Capital Improvement Project. This RFP may also be utilized for federally funded projects. 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;
17. Road Design; and
18. Other Related Services, as needed.

Engineering services for Fayette County's Transportation-SPLOST projects are excluded from this RFP.

PROPOSAL RESPONSE REQUIREMENTS

Proposals must include the following, in the order shown:

1. **Cover Page:**
 - Include the Request for Proposals number (#1504-P) and title (Public Works Engineer of Record).
2. **Table of Contents**
3. **Required Documents:**
 - Provide as specified on the “Checklist of Required Documents”.
4. **Project Team / Individual Experience (20 page limit):** Present the staff available for work on this contract. Identify key team members proposed to manage and work on contract projects as listed in the Scope of Services. Include a resume for each illustrating their comparable project experiences, education, training, certifications, and knowledge or other skill sets that would be beneficial to the EOR team. Enclose proof of licenses to practice engineering in the State of Georgia. 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 by a mixture of personnel and outside sub-consultants. Factors that may influence scoring include, but are not limited to; demonstrated ability to plan, design, and deliver similar projects, knowledge of County design standards, and a team with a range of expertise and depth to handle the varying Task Order associated with this contract. At a minimum, proposals should provide the following information:
 - a. Identify the primary point of contact responsible for the overall administration of this Contract with Fayette County;
 - b. Identify project managers for the various types of services;
 - c. Identify key team members available for this Contract;
 - d. Employ, on staff, at least two Professional Engineers, licensed in the State of Georgia available for the contract;
 - e. Georgia Registered Land Surveyors available for the Contract; and
 - f. Provide the office location for each listed team member.
Preference will be given to teams with a local presence (i.e., within a 50 mile radius of Fayetteville, GA) for crews that require on-site presence, such as surveyors or construction inspectors).
5. **Project Understanding and Approach (10 page limit):** Explain your understanding of Fayette County’s needs for this contract and how your team would perform the work. Identify any unique ideas or support your firm offers that may be beneficial to the planning and delivery of Fayette County projects.

Factors that may influence scoring include, but are not limited to; demonstrated ability to advance projects quickly, cost saving measures, value-added ideas, and construction oversight. At a minimum, proposal should address the potential work areas listed in the Scope of Services section of this RFP.

6. **Company Experience (10 page limit):** Describe your team's skills, qualifications, and experience relevant to the RFP. Factors that may influence scoring include, but are not limited to: the successful completion of similar, and recent projects; experience with delivery of state and federally-funded projects; being GDOT pre-qualified, or able to become pre-qualified, in relevant class areas; and how well the proposed team staff match with relevant projects. At a minimum, proposals should include the following information:
 - a. Company certifications / qualifications;
 - b. Description of at least three relevant projects. Include date of completion, services provided, cost, and contact information for owner. Fayette County reserves the right to make a reference check on any listed project and feedback received may be factored into the scoring;
 - c. Matrix showing who formed the project team, worked on the relevant projects; and
 - d. Description of any specialized or unique capabilities such as technical innovation, cost effectiveness, specialization in permitting, community outreach, and other capabilities.

7. **Scheduling / Resource Availability:** Demonstrate that the project team will have enough resources to effectively manage and deliver multiple projects at one time.

There is no specific project for which a schedule can be provided and evaluated. However, it is expected that within the first twelve months of contract award, there will be multiple Task Orders issued. This section of the proposal should explain the firm's capacity and limits for working on multiple projects simultaneously. At a minimum, proposals should include the following information:

- a. Explain how multiple projects would be managed simultaneously and what paths or methods of communication are proposed;
 - b. Provide the backlog / availability of key staff members;
 - c. Explain the ability of the Project Team to ramp-up (or down) for cyclical workloads (note: Fayette County will work closely with the Consultant to minimize this but peaks and valleys are expected);
 - d. Description of tools/software used to develop and track projects; and
 - e. Description of any techniques or strategies for advancing projects quickly.

8. **Hourly Rate Schedule:** All cost information shall be provided in a sealed envelope separate from the proposal. The schedule should list all job classes/titles expected to bill against this Contract as well as any additional unit costs associated with travel, production of documents, etc. All fees, unit rates and hourly rates shall be held constant at least through June 30, 2019. The Hourly Rate Schedule information should also include any changes to the proposed rates, fees, or other costs that would be required for the first or second contract renewal (e.g., to account for anticipated inflation). Hourly rates and fees will not be open to negotiation or changes after a Contract is awarded, even during consideration of a first or second Contract renewal.

As noted previously, work shall be assigned on a Task Order basis. Each Task Order will specify a lump-sum amount or a maximum not-to-exceed amount and provide a detailed statement of work, requirements, specifications, etc.

The payment method for each Task Order will be established based on the type of work being performed. In accordance with 23 CFR 172, the methods of payment will be: lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single Task Order may contain different payment methods as appropriate for compensation of different elements of work, and in such case will include a Task Order not-to-exceed amount.

EVALUATION CRITERIA

The Fayette County Purchasing Department is the facilitator for issuing the RFP and all communications during procurement shall be through the Purchasing Department. Proposals will be evaluated and a selection made using a technical score of the proposals.

An Evaluation Committee will review, evaluate, and rank proposals based on technical merit of the proposal using the criteria factors listed below. The information requested in the “Proposal Response Requirements” section of this RFP will guide the scoring. These items are not exhaustive, however, and other types of information may be considered when scoring each factor.

<i>Criteria</i>	<i>Max. Points</i>
• Project Team / Individual Experience	30
• Understanding and Approach	40
• Company Experience	15
• Scheduling / Resource Availability	15

Interviews

It is envisioned that Fayette County may conduct discussions with at least three firms, unless it is determined to be unnecessary because proposals contain sufficient information for evaluation. The Evaluation Committee will evaluate and score the interviews. Interviewing firms will be able to earn up to 30 additional points, which will be added to their evaluation scores. The county will then select at least three firms that are considered most highly qualified, as determined by evaluation and interview scores, to provide the services included in this RFP.

Hourly Rate Schedule

The county will open the rate/fee/price schedule of the highest-scoring firm, and negotiate a contract at fair and reasonable compensation. If negotiations with this firm do not result in a satisfactory contract, the county will terminate negotiations with this firm, and then undertake negotiations with the next most qualified firm, continuing this process until an agreement is reached.

EXCEPTIONS TO SPECIFICATIONS
RFP #1504-P: PUBLIC WORKS ENGINEER OF RECORD

If there are exceptions or clarification(s) taken to the specifications of this proposal, use this sheet and list the item(s) to which you take exception. Any exception(s) shall be explained in full.

COMPANY NAME _____

**RFP #1504-P: PUBLIC WORKS ENGINEER OF RECORD
REFERENCES**

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

Email Address (if known) _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

Email Address (if known) _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

Email Address (if known) _____

COMPANY NAME _____

RFP #1504-P: PUBLIC WORKS ENGINEER OF RECORD

COMPANY INFORMATION

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 Name & Title: _____

Email Address: _____

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