



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

October 28, 2019

Subject: Request for Proposal #1739-P: Architectural & Engineering Services

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for architectural and engineering services for an animal shelter. You are invited to submit a proposal in accordance with the information contained herein.

A pre-proposal conference will be held at 10am, Thursday, November 14, 2019 at 1262 Highway 74 South, Peachtree City, 30269. You are invited and encouraged to attend, as this will be an opportunity for you to become more familiar with the project, and to ask questions.

Questions concerning this request for proposals should be addressed to Natasha Duggan in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until 3pm, Thursday, November 21, 2019.

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

Please return your response to the following address:

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

Request for Proposals #1739-P
RFP Name: *Animal Shelter – Architectural & Engineering Services*

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

Proposals will be received at the above address until 3pm, Tuesday, December 3, 2019 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

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

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

A handwritten signature in blue ink that reads "Natasha Duggan for". The signature is written in a cursive style.

Ted L. Burgess
Director of Purchasing

Attachment

GENERAL 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 *1739-P* and
 - c. The RFP Name, which is *Animal Shelter – Architectural & Engineering Services*

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

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

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

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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 sixty 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 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. **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. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
17. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
18. **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 damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.
19. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the county.

20. **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

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

Request for Proposals

1739-P: Animal Shelter – Architectural & Engineering Services

OBJECTIVE

Fayette County, Georgia is seeking architectural and engineering (A&E) services for replacement or renovation/expansion of its animal shelter.

INTRODUCTION / BACKGROUND

Fayette County is situated approximately 25 miles south of Atlanta, Georgia. The county's Department of Animal Control operates an Animal Shelter, which is located at 1262 Highway 74 South, Peachtree City, Georgia 30269.

The current facility was built in 1983, with some renovation and construction of office spaces in 2001, and some additional repairs and renovations in 2017. It has a capacity of 26 dogs (16 holding kennels for adoption or rescue, seven intake / quarantine kennels, and three puppy kennels) and 40 cats. A sketch of the existing facility is included in this RFP.

STATEMENT OF NEED / SCOPE OF SERVICES

The Animal Shelter is in need of update and expansion. The county seeks the services of an A&E firm to provide usual and customary services including but not limited to structural, mechanical, electrical, and civil engineering and other services.

The selected A&E firm shall provide design services, cost estimates, construction documents, project manual and bidding assistance, pre-bid conference, construction management, construction inspections and related products and services.

The new Animal Shelter is envisioned to include the following:

- Capacity for 42 dogs: 32 holding kennels for adoption or rescue, and 10 for intake / quarantine
- Capacity for 50 cats: A general viewing area of approximately 500 square feet, and a second area of approximately 300 square feet
- Water supply and drains for all kennels and other areas
- Office space: Three dedicated offices, minimum 12' X 12"
- Lobby / reception area, with a full restroom & shower
- Dedicated laundry area
- Area to bathe dogs
- Restroom with a shower in the kennel area
- Storage area for food and chemicals

- Sally port area for officers to pull a vehicle in and shut the doors

The new Animal Shelter will be located on the same site as the current facility. County staff will work with the A&E firm to determine which of two options will provide the best solution:

Option 1: Demolish the current facility and construct a new one.

Option 2: Demolish part of the current facility, renovate and expand the remainder.

The facility should be designed to provide operational enhancements, so that no additional staff are required. Cost-sensitive design, value engineering, and operational efficiencies must be considerations. Future expansion needs should be anticipated.

Alternative approaches to design and construction should be discussed in your proposal, e.g. pre-engineered buildings vs. traditional site-built construction. The county has a project budget of \$1,000,000 so it is imperative that an economical solution be identified.

RESPONSE REQUIREMENTS

- 1. Cover Page:** Include the Request for Proposal number (#1739-P) and title (*Animal Shelter – Architectural & Engineering Services*). 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 under O.C.G.A. § 13-10-91(b)(1)
 - Certificate of Absence of Conflict of Interest
 - List of Similar Projects
 - Signed addenda if any are issued
- 4. Understanding and Approach:** State your understanding of the objectives of this project. Describe the approach you propose to take in addressing the needs addressed by the Statement of Need / Scope of Services. Identify potential challenges you may face, and how you would resolve them. Describe any specialization or unique capabilities of your firm that may be beneficial in delivery of this project.
- 5. Project Team:**
 - a. Identify the key team members who would be assigned to this project (the project team may include personnel employed by the Firm, or a mixture of personnel and outside sub-consultants).
 - b. Include a resume for the key team members (the company's personnel and sub-consultants). Describe each key team member's experience with comparable projects, the role that each member played, and the expected role of each for this project.
 - c. Identify the main contact person for the project team.

- 6. Firm's Expertise and Experience:** Provide a brief overview of your company, including its size and number of employees, corporate structure, legal status, number of years in business, background and history. Include the firm's experience in providing services such as those described in this RFP.

Demonstrate the Firm's experience and qualifications by listing five relevant Animal Shelter construction projects, on the enclosed "List of Similar Projects" form, that were similar to the work addressed by this RFP. Projects within the last five years are preferred, but projects over five years ago may be considered if relevant. The county reserves the right to contact any of the listed project owners to use as references.

- 7. Proposed Schedule:** Timely completion of the project is important to the operations of the Department of Animal Control. Provide a time schedule that includes milestones and days to complete each.
- 8. Fees & Hourly Rates Schedule:** All fees and other price information shall be provided in a sealed envelope, separate from the proposal.

Fees for the base A&E services shall be detailed in you pricing information as follows:

- Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding Assistance Phase
- Contract Administration Phase
- As Builts
- Allowance for reimbursables or other charges (will be a not-to-exceed amount)
- Other (specify)
- Total Not-to-Exceed Price

All fees or other prices shall be clearly identified as firm-fixed prices or not-to-exceed prices. For any not-to-exceed prices, include the basis for calculating charges. Include not-to-exceed allowances for reimbursable or other charges that cannot be determined in advance.

Include a separate list of hourly rates to be used for other tasks that may be awarded during the term of the initiative.

Include two pricing for each of the two options listed in the Statement of Need / Scope of Services.

EVALUATION CRITERIA

Award will be made to the responsive, responsible firm whose proposal is most advantageous to the county, with price and other factors considered. An Evaluation Committee will review and evaluate proposals, including technical merit and proposed prices.

Technical Merit: Evaluation scores will be based 70% on technical merit of the proposal (please see items 4-7 in the Proposal Response Requirements section above), as follows:

	<u>Maximum Points</u>
a. Understanding and approach	40
b. Project team	30
c. Firm's expertise and experience	20
d. Proposed schedule	<u>10</u>
Total Earnable Points	100

Price: The remaining 30% of your score will be determined by your proposed price, as compared to other responding entities. Proposed prices will be assigned points earned through use of a "variance" weighted method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Proposals' price scores will be calculated based on the variance of their prices from the lowest offered price.

Presentations: The County may, at its discretion, choose one or more of the best-scoring firms 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, by up to a maximum of 30 points.

RFP #1739-P: Animal Shelter – Architectural & Engineering Services
Similar Construction Projects Completed

1. Name of Government / Entity: _____

Location – City & State: _____

Contact Name: _____ Phone Number: _____

Email: _____ Completion Date: _____

2. Name of Government / Entity: _____

Location – City & State: _____

Contact Name: _____ Phone Number: _____

Email: _____ Completion Date: _____

3. Name of Government / Entity: _____

Location – City & State: _____

Contact Name: _____ Phone Number: _____

Email: _____ Completion Date: _____

4. Name of Government / Entity: _____

Location – City & State: _____

Contact Name: _____ Phone Number: _____

Email: _____ Completion Date: _____

5. Name of Government / Entity: _____

Location – City & State: _____

Contact Name: _____ Phone Number: _____

Email: _____ Completion Date: _____



EXISTING BUILDING LAYOUT

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
1739-P: Animal Shelter – Architectural & Engineering Services

Name of Project
Fayette County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2019 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 _____, 2019.

NOTARY PUBLIC

My Commission Expires:

RFP #1739-P: Animal Shelter – Architectural & Engineering Services

COMPANY INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email Address: _____

**Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work
RFP #1739-P: Architectural Services – Animal Shelter**

*Required for each contract or arrangement to prepare or develop specifications or requirements
(O.C.G.A. § 36-80-28)*

The undersigned Consultant, who is entering into a contract or arrangement with Fayette County, Georgia (the County) to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said County certifies that:

1. Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of the County, as may be related to the project.

2. Consultant discloses below any material transaction or relationship currently known to Consultant that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Consultant, or the Consultant's employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. Consultant shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

4. Consultant acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

Signature of Contractor's Authorized Official

Printed Name & Title of Authorized Official

Date