



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

September 30, 2020

Subject: Request for Proposals #1867-P: Water System Engineer of Record

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for Water System Engineer of Record. You are invited to submit a proposal in accordance with the information contained herein.

Questions concerning this request for proposals should be addressed to Natasha Duggan, Contract Administrator in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until 3:00 p.m., Thursday, October 8, 2020.

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 # 1867-P
Request for Proposals Name: Water System Engineer of Record

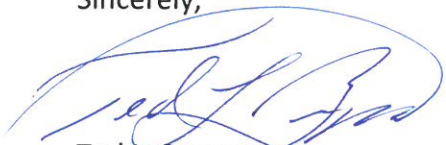
Your envelope must be sealed, and should show your company's name and address.

Proposals will be received at the above address until 3:00 p.m., Thursday, October 15, 2020 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 website, 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, appearing to read "Ted L. Burgess", is written over the typed name and title.

Ted L. Burgess
Director of Purchasing

Attachment

GENERAL TERMS AND CONDITIONS
RFP #1867-P: Water System 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 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 **1867-P** and
 - c. The RFP Name, which is **Water System 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) original, unbound (no staples) proposal, five (5) bound copies signed in ink by a company official authorized to make a legal and binding offer, and one (1) original pdf (not scanned) on a flash drive to:

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

Request for Proposals # 1867-P
Request for Proposals Name: Water System Engineer of Record

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. **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. **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.

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 initial term of this agreement shall January 1, 2021 or upon issuance of a Notice to Proceed whichever comes later, and continue through June 30, 2022. 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. **Rates:** The rates for the initial term of the contract will remain in effect through June 30, 2021. Thereafter, each subsequent renewal period is subject to adjustment only if included in the contract as signed by both parties.

16. **Direct Expenses:** Direct Expenses will be charged at the actual cost 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.
17. **Scope of Work Exceptions:** The county reserves the right to competitively solicit other vendors for tasks or projects, other than the Groundwater & Surface Water Monitoring and Methane Monitoring, that are anticipated to cost over \$150,000 or more, but which would otherwise fall within the Scope of Work specified in the contract.
18. **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.
19. **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.
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. **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.
22. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the county.

23. **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

24. **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.
25. **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.
26. **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.
27. **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.

28. **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.
29. **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.
30. **Compliance with Federal Environmental Requirements:** The contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).
31. **Breach of Contract:** In the event that the contractor or a subcontractor should violate or breach contract terms, upon discovery of such violation or breach the county will notify the contractor in writing. The contractor or subcontractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. If the contractor fails to cure the violation or breach within the ten-day time, the county shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The county shall be entitled to any and all damages permissible by law.
32. **Small, Minority, & Women's Business Enterprise Opportunities:** If the contract is with a prime Contractor, and subcontracts are to be let, the Contractor shall take the affirmative steps listed below:
 - a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Divide 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. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Use 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.

Fayette County, Georgia
RFP #1867-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 and Solid Waste Department. The contract's first term is planned to be effective on January 1, 2021 or the date of execution of the contract (the "Effective Date") whichever is later, and continue until June 30, 2022, with options to extend the contract for two (2) additional one-year terms. 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.

There will be no minimum amount of work or number of projects explicit or implied by the Contract, and the Engineer of Record shall execute projects as assigned.

As specified in the Terms and Conditions (#17) section of this Request for Proposal, the county reserves the right to competitively solicit other vendors for tasks or projects, other than the Groundwater & Surface Water Monitoring and Methane Monitoring as described below, that are anticipated to cost \$150,000 or over, but which would otherwise fall within the scope of work specified herein.

INTRODUCTION

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

The Water System has three (3) Category I dams and four (4) raw water storage reservoirs- Lake Kedron, Lake Peachtree, Lake Horton, and Lake McIntosh. Two (2) water treatment plants provide potable water:

- Crosstown Water Treatment Facility: built in 1986 and expanded most recently in 1997 - 13.5 million gallons per day capacity
- South Fayette Water Treatment Facility: completed in 2001 - 9.2 million gallons per day capacity

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 642 miles of water lines, of various diameters, deliver water to approximately 32,000 residential, 995 commercial and 68 industrial customers.

The Solid Waste Department manages two (2) closed municipal solid waste landfills. These facilities are located approximately one-half mile southwest of the intersection of Grady and First Manassas Mile road and have a total area of approximately 160 acres.

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. There is also a need for semi-annual groundwater monitoring and reporting and quarterly methane monitoring and reporting with the goal of maintaining post-closure compliance of two solid waste landfills. Copies of all Fayette County corrective action plans, addendums and monitoring reports are available at the Georgia Environmental Protection Department (EPD), Land Protection Branch.

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 or Solid Waste.

This may include, but not be limited to, the following Water System 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. Coordinate water line extensions with Water System Engineering Department:
 - 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 watershed monitoring and quality analysis.
8. Provide chemical treatment process advice for efficiency.
9. Perform safe dam 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 (1) Professional Engineer, licensed in the State of Georgia, who is recognized by the GA Department of Natural Resources – Safe Dams Program as an “Engineer of Record” with respect to Category I dam design.

General engineering and professional environmental services that may be awarded under this RFP include, but are not limited to:

- responding to the Georgia EPD concerning monitoring and reporting, Notice of Deficiencies; and/or Notice of Violations;
- design and submittal of corrective action plans and/or amendments;
- design and submittal of methane remediation plans;
- modifications to design of methane extraction systems to increase efficiency or enhance extraction;
- providing cost-benefit analysis of potential permit modifications;
- reviewing monitoring plans for inefficiencies;
- preparing design and operation plan minor modifications;
- replacing groundwater monitoring wells;
- replacing methane monitoring wells;
- surveying;
- assisting county staff with revisions to current transfer station operations and site development plans; and,
- other related services, as needed.

Solid Waste

Groundwater and Surface Water Monitoring

Groundwater and surface water monitoring shall be conducted at both the Northside and Southside permitted landfills on a semi-annual basis, in January and July. Groundwater and surface water monitoring activities shall be performed as required in the respective Georgia EPD-approved groundwater monitoring plan for each facility and the *Georgia EPD Manual for Groundwater Monitoring*, September 1991. Appropriate number of trip and field blanks shall be analyzed at every event.

Reports must be prepared and submitted separately for each sampling event at each permitted facility. All reports shall be submitted to Fayette County for review and approval prior to submission to EPD. All final reports will be submitted electronically in a pdf format to the County in conjunction with Georgia EPD submittals. All well analytical and field data must be digitally copied to county staff in a manner so historical data can be reviewed and evaluated with respect to current report data in a Geographic Information System (GIS) format. The number of monitoring points, monitoring parameters, and monitoring schedule is described below.

Northside The Northside Landfill closure permit currently requires detection monitoring. There are seven groundwater monitoring and two surface water monitoring locations.

During each event, all wells will be sampled and analyzed for:

- Appendix I Volatile Organic Compounds (VOCs) and metals;
- Appendix I Dichlorodifluoromethane; and
- Methane (% by volume and Lower Explosive Limit) and oxygen.

During each event, surface water samples shall be analyzed for:

- chemical oxygen demand (COD)
- total organic carbon (TOC)
- chloride
- Cyanide and metals.

Southside The Southside landfill closure permit currently requires assessment monitoring as required by the 2002 Corrective Action Plan (CAP) and the 2012 CAP minor modifications. There are 29 groundwater-monitoring wells, seven surface-water monitoring locations and four piezometers measured for water levels only.

The January *detection* monitoring event consists of:

- 22 wells sampled and analyzed for Appendix I volatile organic compound (VOCs) and Appendix II VOC dichlorodifluoromethane (DCDFM);
- Three surface water samples analyzed for COD, TOC, chloride, total cyanide, cadmium, chromium lead, mercury, nickel, selenium, silver and zinc;
- Water levels collected from all sampling locations listed above plus an additional 14 locations.

The July *assessment* monitoring event consists of:

- 19 wells sampled and analyzed for Appendix I VOCs and metals; DCDFM and chloride;
- 10 wells and four piezometers will be measured for water levels only; and
- Three surface water monitoring locations will be sampled and analyzed for Georgia Table 1 metals, TOC, COD, cyanide, and chloride, three locations will be sampled and analyzed for Appendix I VOCs, and one location will be sampled and analyzed for Appendix I VOCs plus DCDFM.

This task also includes performing post-closure landfill inspections as required in the Closure/Post-Closure Care Plans. Inspection reports shall be submitted to the county in a .pdf format.

Methane Monitoring

Methane monitoring shall be conducted at both the Northside and Southside permitted landfills as required by the Georgia EPD approved Methane Monitoring Plans and updates for each facility. Any exceedances shall be immediately reported to county staff.

Reports must be prepared and submitted separately for each sampling event at each permitted facility. All reports shall be submitted to Fayette County for review and approval prior to submission to EPD. All final reports will be submitted electronically in a .pdf format to the County in conjunction with EPD-approved submittal requirements.

Northside The Northside methane monitoring plan currently requires quarterly methane monitoring of ten (10) well locations, five (5) bar-hole punch locations, one (1) surface-scan location, and five (5) on-site facility structures.

Southside The Southside methane monitoring plan currently requires quarterly methane monitoring of 12 well locations.

Fayette County seeks to reduce perpetual monitoring requirements, when possible, and plans to use the Water System Engineer of Record as a resource guide for continued improved operations and compliance. All reports shall be approved by Fayette County Environmental Management Department and the Engineer of Record shall submit the reports to Georgia Environmental Protecting Division through the GEOS online application.

The contractor shall, at a minimum, 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

Completed submittals will include five (5) bound copies, one (1) unbound copy and one (1) original pdf (not scanned) on a flash drive. Proposals must include the following, preferably in the order shown:

1. **Cover Page:** Include the Request for Proposals number (#1867-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
 - Contractor Affidavit under O.C.G.A § 13-10-91 (b)(1)
 - References
 - Signed Addenda, if any are issued
 - State of Georgia license for Professional Engineer
 - Certification of Absence of Conflict of Interest
 - Certification Suspension & Debarment
 - Anti-Lobbying Certification
- 4a. **Understanding and Approach:** State your understanding of the services required. Describe the approach you propose to take in addressing the needs outlined by this request for proposal - include examples of added value and potential cost savings for the client.

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.

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.

4b. Project Team: Identify team members who would likely be assigned to projects as listed in the Scope of Services. Include a resume for each key team member. Identify the top three contact persons 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. Identify which project team members are hired by the firm directly, or are outside sub-consultants.

Minimum Requirement: Firm must employ, on staff, at least one Professional Engineer, licensed in the State of Georgia, who is 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.

4c. 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. With each project list contact person and information that can be contacted by Fayette County.

4d. 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. Demonstrate how the Team has successfully scheduled and managed federal-aid projects for other municipalities;
- d. 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);
- e. Description of tools/software used to develop and track projects; and
- f. Description of any techniques or strategies for advancing projects quickly.

5. Fees & Rates Schedule: Price schedules shall be placed in a separate sealed opaque envelope, identified as the price schedule. The price proposal schedule shall contain, 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. All costs must be included in your rates. All

fees, unit rates and hourly rates shall be held constant at least through June 30, 2022. 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 will 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. 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.

EVALUATION PLAN

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 and rank the proposals based on four factors. The relative weight for each evaluation factor is provided below. The information requested in the "Proposal Response Requirements" section of this RFP will guide the score (see 4a through 4d above). Criteria for technical merit are, in priority order, as follows:

	<u>Maximum Points</u>
1. Understanding and approach	30
2. Project Team	25
3. Firm's expertise and experience	25
4. Scheduling / Resource Availability	<u>20</u>
Total	100

INTERVIEWS

It is envisioned that Fayette County will conduct discussions with at least three (3) 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.

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.

COMPANY INFORMATION
RFP #1867-P: Water System Engineer of Record

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: _____

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
#1867-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 _____, _____, 2020 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 _____, 2020

NOTARY PUBLIC

My Commission Expires:

REFERENCES

RFP #1867-P: Water System Engineer of Record

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

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

**Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work
RFP #1867-P: Water System Engineer of Record**

*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

**CERTIFICATION
SUSPENSION AND DEBARMENT
RFP #1867-P: Water System Engineer of Record**

- (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 Federal Government 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

ANTI-LOBBYING CERTIFICATION
RFP #1867-P: Water System Engineer of Record

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

