



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

November 2, 2021

Subject: Request for Proposals #2018-P: Public Works Engineer of Record

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal to serve as Engineer of Record for public works-related engineering needs. You are invited to submit a proposal in accordance with the information contained herein.

Questions concerning this Request for Proposals (RFP) should be addressed to Sherry White in writing via email to swhite@fayettecountyga.gov or fax to (770) 719-5544. Questions will be accepted until 12:00 p.m., Friday, November 19, 2021.

As stated in Part V, *Proposal Response Requirements*, Section 9, *Fees & Hourly Rate Schedule*, your proposal must include the Fees & Hourly Rate Schedule form in Excel format on a flash drive, as well as a paper form in a separate, sealed envelope. The Excel file is available for download from the Fayette County website at:

https://fayettecountyga.gov/purchasing/bids_and_proposals.htm

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 Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214
Attention: Contracts Administrator

Proposal Number: 2018-P
Proposal Name: Public Works Engineer of Record

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

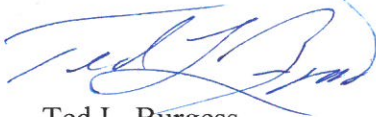
Proposals will be received at the above address until 3:00 p.m., Thursday, December 2, 2021, in the Purchasing Department, Suite 204. Proposals will be opened at that time.

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

If you download this RFP 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.

Thank you for participating in the solicitation process.

Sincerely,



Ted L. Burgess
Director of Purchasing

**RFP #2018-P: PUBLIC WORKS ENGINEER OF RECORD
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 the specifications and information contained in this request for proposal, unless specifically accepted 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 **#2018** and
 - c. The RFP, 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) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, five (5) bound paper copies, and a copy on a flash drive to:

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

Proposal Number: 2018-P
Proposal Name: Public Works 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:** To allow the county sufficient time to award a contract, 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. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.
7. **Right to Waive Defects or irregularities:** 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 price total, the unit price shall prevail.
8. **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).
9. **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.
10. **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.
11. **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.

12. **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 county. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
13. **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.
14. **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.
15. **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.
16. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2023. 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). Time may be extended for work authorized prior to the end of the contract term, at the discretion of the county.
17. **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.
18. **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.
19. **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.

20. **Indemnification:** The contractor shall 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 by 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, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted 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.
21. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the county.
22. **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

23. **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.

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.

**FAYETTE COUNTY, GEORGIA
REQUEST FOR PROPOSAL #2018-P:
PUBLIC WORKS ENGINEER OF RECORD**

I. OBJECTIVE

Fayette County, Georgia seeks to procure the services of a qualified Consultant (or team of Consultants) to serve as the Engineer of Record (EOR) for the Public Works Department. The desired result will be a blanket contract for engineering services, on an as-needed basis, for a variety of work including, but not limited to, stormwater and transportation-related planning, permitting, design, utility coordination, and construction support services for the delivery of Fayette County's 2004 and 2017 Special Purpose Local Option Sales Tax (SPLOST) projects.

Public Works will be the primary "owner" of most projects, although the services provided by the EOR will be available to any County Department. The contract shall be effective from the date of January 1, 2022 or the date on the Notice to Proceed, whichever is later, thru June 30, 2023, with options to extend the contract for two additional twelve-month terms.

II. INTRODUCTION

Fayette County is located in the Atlanta metropolitan area and is characterized by low density (one-acre is the smallest lot size in the unincorporated County) and slow, controlled growth. The County's 2020 population was estimated by the Atlanta Regional Commission (ARC) to be 119,400 people, with approximately 53 percent of its citizens living in one of its three largest cities: Peachtree City, Fayetteville, and Tyrone.

The Fayette County Public Works Department is a part of Fayette County government, operating under the Board or Commissioners and the County Administrator. Public Works is tasked with operating and maintaining the county owned roads, right-of-ways and associated drainage structures. This includes approximately 2,000 culvert crossings and 520 linear miles of road, of which nearly 10 percent are gravel. There is no interstate within the County.

The majority of task orders associated with this contract will be funded from Fayette County's 2004 or 2017 SPLOST. Both focus on infrastructure projects and the 2004 SPLOST list was exclusively transportation. As of August 2022 there remains approximately \$8.5 million for stormwater projects and \$3.5 million for transportation projects available under this contract. Additional funding sources may include, but are not limited to, Capital Improvement Program projects, grants, and general fund projects. Federal-aid projects with specific procurement requirements, such as transportation projects programmed through the Atlanta Regional Commission's (ARC's) Transportation Improvement Program (TIP), are excluded from this contract and will be procured on a case-by-case basis.

The primary focus of this RFP is to solicit proposals from highly qualified Consultants to provide the necessary staff, materials, and services for the engineering, design, permitting, and/or construction administration of 2004 and 2017 SPLOST stormwater and transportation projects.

III. STATEMENT OF NEED

The county has an on-going need for engineering services related to the design, permitting, delivery, and construction support, 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 consultant (or team of Consultants) to serve as the EOR. The Consultant will provide on-call services with fees based on the hourly rates established in the Contract. Work shall be assigned by Task Orders. Each Task Order will specify a maximum dollar amount and provide a detailed statement of work, requirements, specifications, etc. Some Task Orders may have multiple phases.

Award of this contract does not guarantee or imply a minimum amount of work or number of projects. 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 deemed to be in the interest of the County. The county reserves the right to competitively procure services for any work estimated to cost over \$ 150,000.00 at the county's discretion.

Fayette County has an existing EOR Contract for Water System and Solid Waste services. The types of work, and associated expertise, for each EOR contract are independent from each other and there will be minimal cross-over of services among the EORs unless there are exceptional circumstances and direction is provided, in writing, from the Fayette County Purchasing Department.

IV. SCOPE OF SERVICES

Fayette County will assign projects to the Public Works' EOR on an as-needed basis. The projects may be assigned individually or in groups. Projects may include, but not be limited to, the following areas of work:

- 1. Hydraulic and Hydrologic Studies;**
- 2. Culvert and Bridge Design;**
- 3. Construction Engineering and Inspection;**
- 4. Soils, Foundation, and Materials Testing;**
- 5. Surveying (boundary, as-built, topography, etc.);**
- 6. Roadway Design;**
- 7. Intersection Control Evaluations;**

8. **Roundabout Design;**
9. **Signal Warrant Analysis and Design;**
10. **Traffic Studies;**
11. **Multi-Use Path design;**
12. **Utility Coordination;**
13. **Right-of-Way Acquisition;**
14. Erosion, Sedimentation, and Pollution Control Plan;
15. **Environmental Permitting;**
16. **Environmental Surveys (wetland delineation, state water determination, etc.);**
17. **Procurement (e.g. preparing specifications, invitations to Proposal, etc.);**
18. **Cost Estimating;**
19. Site Planning and Design;
20. Project Management;
21. Stormwater Management;
22. Feasibility Studies;
23. Facility planning/needs assessment/concept development for County facilities and parks;
24. Plan Review;
25. Low Impact Design Solutions; and
26. Other related services.

The items in **bold** are anticipated to be the more commonly requested services.

Some of the work areas listed above correspond to GDOT Area Class / Employee Qualification used for Consultant Prequalification. Where applicable, the descriptions for the work areas match those referenced and used by GDOT.

It is desired that the project team has the staff and resources to perform the services listed above. Responders are encouraged to include additional services that may be beneficial to the county.

V. PROPOSAL RESPONSE REQUIREMENTS

1. Cover Page

- a. Include the Request for Proposal number (#2018-P) and name (Public Works Engineer of Record).

2. Table of Contents

3. Required Documents

- a. Company Information – form provided
- b. Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) – form provided
- c. Certification of Absence of Conflict of Interest – form provided
- d. Exceptions – form provided
- e. References – form provided
- f. A sample Task Order proposal for a stormwater replacement project
- g. Fees & Hourly Rate Schedule (both a paper schedule in a separate, sealed envelope and an electronic file on an enclosed flash drive) – form provided

4. Contact Information

- a. Provide contact name, mailing address, telephone number, and email address of the primary consultant and sub-consultants; and
- b. Identify the individual(s) who will serve as primary contact(s) during procurement and project implementation.

5. Statement of Qualifications

- a. State your understanding of the services required;
- b. Provide information on the prime consultant. Describe the consultant's background and size. Include the number of years in business, the corporate structure, legal status, and professional credentials;
- c. List and provide information on all sub-consultants included as part of the project team. Explain their anticipated role to the project team;
- d. Furnish a summary of relevant projects completed in the past five years that were similar to the work addressed by this request for proposals;
- e. Describe any specialization or unique capabilities. This may include technical innovation, cost effectiveness, permitting specializations, community outreach; etc.;

- f. List GDOT prequalification(s) by Area Class and firm.

6. Project Team and Individual Experience

- a. Identify the Project Manager and team members who would likely be assigned to projects as listed in the Scope of Services. Include a resume for each. The project team may include personnel hired by the firm directly or by a mixture of personnel and sub-consultants;
- b. Describe each team member's experience with comparable projects, the role that each member played, and the expected role of each when doing work for this project; and
- c. Document engineering, surveying, and other relevant licenses and certifications. The project team shall have at least one professional engineer licensed in Georgia.

For scoring this section, the Selection Committee may consider information provided via references provided for relevant projects, knowledge a selection committee member has of performance on relevant projects, and performance evaluations or knowledge presented on GDOT projects.

7. Understanding and Approach

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 team offers that may be of benefit 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, construction oversight, internal quality control procedures, and project management techniques. At a minimum, proposals should include the scope of service items in bold (see Section IV).

8. Scheduling and Resource Availability

Demonstrate that the Project Team will have enough resources to effectively manage and deliver multiple projects at one time. Fayette County expects the project team to set and hold realistic schedules for each Task Order. County staff/resources are static, but seeks a project team that can adjust resources to keep projects moving.

There is no specific project for which a schedule can be provided and evaluated. However, it is expected that within the first 12 months of contract award, there will be multiple Task Orders issued for a variety of stormwater and transportation projects. This section of the proposal should explain the team'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. Demonstrate how the Team has successfully scheduled and managed projects for other municipalities;
- e. Description of tools/software used to develop and track projects; and
- f. Description of any techniques or strategies for advancing projects quickly.

9. Fees and Hourly Rate Schedule

Please use the following guidance when developing and submitting your fee schedule.

- a. Each proposal shall include a proposed fee schedule in a **separate, sealed envelope**. The fee schedule shall include a labor list and a material testing/service list. PROPOSALS SHALL INCLUDE AN ELECTRONIC COPY OF THE EXCEL VERSION OF THE "PROPOSED FEE & HOURLY RATE SCHEDULE" IN ADDITION TO THE PAPER SCHEDULE TO BE PROVIDED IN A SEPARATE, SEALED ENVELOPE. THE EXCEL FILE IS AVAILABLE ON THE PURCHASING DEPARTMENT PAGE OF THE COUNTY WEB SITE.
- b. The labor schedule should list all job positions/classes/titles and their hourly rates that may bill against this Contract (\$/hour).
- c. All positions shall be grouped into one of the following six categories. Fees listed within each category will be averaged, so that no firm's proposal will be disadvantaged by listing all of your position classes. The averaged category fees will be weighted, using the following percentages, to come up with a price that reflects relative contribution of each job category to a project:

<u>Job Category</u>	<u>Weight</u>
1) Executives, Principals, Presidents, etc.	5%
2) Project Managers	15%
3) Senior Technical Staff	15%
4) Junior Technical staff	30%

- 5) Clerical/Administrative/CADD Operators 20%
- 6) Surveyors, Field Technicians 15%
- d. The material testing/service schedule list shall include services associated with field inspection and testing of stormwater and transportation projects (\$/unit).
- e. All ancillary costs, such as travel, pier diem, production/copies, mark-up of subcontractor rates, etc. shall be included in the hourly and unit rates listed in the fee schedules.
- f. All fees, unit rates, and hourly rates shall be held constant throughout the contract term.

Work will be assigned on a Task Order basis. Each Task Order will specify a not-to-exceed amount or lump-sum amount, and provide a detailed statement of work, requirements, specifications, and other relevant information. The price for each Task Order shall be based on the fee schedules. If the county and the EOR cannot agree on a negotiated price for a Task Order, the county reserves the right to solicit another vendor for the work included in said Task Order.

In the event that a Task Order requires a skill (e.g., a job position) or service (e.g., a field test) not listed in the fee schedule, the Project Team may provide additional positions or services, with rates, for consideration and approval by Fayette County. These additional services shall be consistent with the intended scope of this EOR contract.

Fayette County reserves the right to negotiate the fee schedules prior to the contract award.

VI. EVALUATION CRITERIA

The Fayette County Purchasing Department is the facilitator for issuing this RFP and all communications during procurement shall be through the Purchasing Department. Proposals will be evaluated and a selection made using an Evaluation Committee. Award will be made to the responsive, responsible firm whose proposal is most advantageous to the county, with price and other factors considered.

Technical Merit

Evaluation scores will be based 70% on technical merit. The Evaluation Committee will review and rank the proposals' technical merit based on the four factors and maximum score values listed below. The information requested in Sections 5 through 8 of the "Proposal Response Requirements" above will guide the scoring

<u>Factor</u>	<u>Maximum Points</u>
1. Qualifications	20
2. Project Team and Individual Experience	20
3. Understanding and Approach	20
4. Scheduling and Resource Availability	10

Price

The remaining 30% of your score will be determined by your proposed fees, as compared to other responding entities. Proposed prices will be assigned points through use of a “variance” weighted calculation; that is, the variance of each proposal’s prices from the lowest-offered price. The lowest offered price will earn the maximum number of points for the Pricing portion of the score.

Presentations

Dependent upon the number of proposals received and the range of scores, Fayette County reserves the right to identify a “short list” and request presentations and interviews with one or more of the project teams. The Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly, up to a maximum of 30 points.

COMPANY INFORMATION
RFP #2018-P: PUBLIC WORKS ENGINEER OF RECORD

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: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#2018-P: PUBLIC WORKS ENGINEER OF RECORD

Name of Project

Fayette County GA

Name of Public Employer

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

Executed on _____, _____, 20____ 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 _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

Please list below any exceptions or clarifications to the specifications of this Proposal. Explain any exceptions in full.

**RFP #2018-P: PUBLIC WORKS ENGINEER OF RECORD
REFERENCES**

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**

*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