

CITY OF SUGAR HILL
Request for Proposal
RFP # 21-019
ON-CALL ENGINEERING SERVICES

December 7, 2021

The City of Sugar Hill, Georgia (the "City") is now accepting sealed proposals from qualified vendors to provide on-call engineering services associated with new construction, maintenance, and repair projects in Sugar Hill, Georgia. Information about this solicitation is provided below and on the City's website: www.CityofSugarHill.com.

Instructions for preparation and submission of a response are contained in this package. All submittals are due in the Office of the City Manager located at 5039 West Broad St, Sugar Hill, Georgia 30518, no later than 5:00 p.m. on December 21, 2021.


Troy Besseche, Assistant City Manager

Section I: General Information

The City is seeking qualified engineering firms interested in providing engineering services on various projects through this RFP process. The City's Selection Committee ("Committee") will evaluate submitted proposals based upon the identified evaluation criteria and points set forth below, interview as necessary, and award based on the selection criteria established herein. The contract opportunity will be structured on a unit-priced (hourly) basis with a not-to-exceed maximum as explained below as appropriate to each type of project contemplated.

Introduction

The City is soliciting proposals from qualified professional civil engineering firms to assist with its implementation of various general civil, environmental, and transportation projects. This contract solicitation will allow engagement of a qualified team that can deliver these services to the City in an independent, professional, and comprehensive manner.

Project Understanding

A typical project may include developing the scope of construction; development of concept, preliminary, and final design documents; environmental documents; utility coordination and relocation plans; right-of-way plans and documents; specifications and bid documents; contract administration. Typical projects will generally fall into these categories:

- Large Transportation (New alignments, road widening, repairs and maintenance)

- Small Transportation (Sidewalks/Paths/Trails – Pedestrian or Multi-us)
- Parks / Recreation
- Site development/Public Buildings

INFORMATION & INSTRUCTIONS

The remainder of this document provides additional information that will allow a prospective consultant to develop a submittal in the format desired by the City.

Submission Requirements: The complete original submittal must be submitted in a sealed package. All submittals shall be marked, **RFP #(21-019) On-Call Engineering Services:** Sugar Hill, Georgia. Offerors shall file all documents necessary to support their submittal and include them with their proposal. Offerors shall be responsible for the actual delivery of submittals during normal business hours to the address indicated in the cover letter. It shall not be sufficient to show that the submittal was mailed in time to be received before scheduled closing time.

Responsibility: It is the sole responsibility of the Offeror to assure that they have received the entire Request for Proposals (RFP).

Changes or Modifications to RFP: Offerors registered with the City, will be notified in writing of any change in the specifications contained in this RFP. Otherwise, offerors are expected to check the City website for addenda. Any changes or modifications will be posted to the website not less than 72-hours prior to the response deadline.

Communication. All communication regarding this solicitation shall be in writing to the contact identified herein and no other employee, elected or appointed official shall be contacted regarding this contracting opportunity. Contact between an offeror and parties other than the designated contact in matters pertaining to the Project shall be a violation of the terms of this RFP and shall be grounds for rejection of the proposal.

Interpretations: No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Right of Rejection and Clarification: The City reserves the right to reject any and all submittals and to request clarification of information from any Offeror. The City is not obligated to enter into a contract on the basis of any submittal submitted in response to this document.

Request for Additional Information: Prior to the final selection, Offerors may be required to submit additional information which the City may deem necessary to further evaluate the Offeror's qualifications.

Denial of Reimbursement: The City will not reimburse Offerors for any costs associated with the preparation and submittal of any submittal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition: Offerors shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this submittal.

Right of Withdrawal: A submittal may not be withdrawn before the expiration of ninety (90) days from the submittal due date.

Right of Negotiation: The City reserves the right to negotiate with the selected Offeror the fee for the proposed scope of work and the exact terms and conditions of the contract.

Exceptions to the RFP: It is anticipated that Offerors may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Indemnification: The Offeror, if successful, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees, and agents, from any liability of negligent nature or kind in regard to the delivery of these services. The Offeror shall secure and maintain General Liability Insurance, if required, as will protect them from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this contract. Further, the Offeror shall provide the City with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect. The successful offeror shall be required to provide adequate insurance coverage consistent with the scope & scale of this project offering.

Rights to Submitted Material: All submittals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Offerors shall become the property of the City when received.

Title VI/Nondiscrimination Statement: No person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City. The City does further commit that it will ensure that disadvantaged business enterprises as defined by and approved by the Georgia Department of Transportation will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration of an award.

Qualifications: Submittals shall include a completed copy of the appropriate schedules in response to this request.

References: See Schedules A-L.

Selection Criteria for Prospective Contractor: To receive consideration, the offeror's submittal should be responsive to the project described in the Introduction, Project Understanding section, and the criteria listed below. The Contract will be awarded to the team determined to be the most qualified to perform the work based on the established evaluation criteria.

A selection committee will be convened to evaluate the submittals based on the following

weighted criteria:

<u>QA/QC-Internal Plan Review Process.</u>	10%
<u>Similar Projects.</u>	25%
<u>Staff Experience.</u>	25%
<u>References.</u>	10%
<u>Sealed Price Proposal.</u>	30%
<i>Total:</i>	100%

Upon completion of an initial evaluation by the committee and scoring, interviews may be utilized to determine the final short-list of candidates. Once the evaluation process has been completed, a final recommendation to the City will be presented for approval. The City reserves the right to award a portion of or the entire contract to any combination of consultants (firms, teams, or individuals) that serve the best interest and provide the greatest value to the City while maintaining a competitive and fair procurement framework.

Copies: One unbound original, one .pdf on USB drive, and **three (3) bound** original copies of the submittal and supporting documents must be submitted in response to the RFP.

Termination of Contract: The City may cancel the contract at any time whether for cause or for convenience by providing the successful Offeror with a written notice of such cancellation, in accordance with the terms of the final Agreement.

Assignment: The successful Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the City.

Conflict of Interest: The Offeror covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Independent Contractor: The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Offeror shall further understand that the City cannot save and hold harmless and or indemnify the Offeror and/or the Offeror's employees against any liability incurred or arising as a result of any activity of the Offeror or any activity of the Offeror's employees performed in connection with the contract.

Contract: The contract between the City and the Offeror shall consist of:

- 1) The RFP and any amendments thereto;
- 2) The qualifications submitted by the Offeror to the City in response to the RFP;
- 3) The sealed price proposal submitted by the Offerer to the City;
- 4) Executed contract between the City and the successful Offeror; and

In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Construction Agreement shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Offeror, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's submittal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the Offeror agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Funding: Funding is a part of the capital improvement program, adopted annually and is provided from various sources.

Submittal Submission & Evaluation

Firms should provide the following information related to this RFP:

- Letter of Interest (Cover Letter)
- QA/QC – Plan Checks
- Project Experience – Schedules A, C, D, E, G, I, J (Include project data sheets as necessary)
- Team Member Experience – Schedule B
- References
- Price Proposal – Schedule M
- Certification

Responses to this request should be in the form of a written package not to exceed 50 pages including cover letter. Any incomplete submittals will be determined to be non-responsive.

The City will select the Team that demonstrates the best combination of qualifications by area of expertise or collective specialties in such manner as is in the best interest of the City. Interviews may be required; however, the City reserves the right to award a contract based upon evaluation of the written submittals only.

All submittals must be in writing and must be received at the following address no later

than 5:00 p.m. on **TUESDAY, DECEMBER 21, 2021**. All submittals, delivered by hand or other methods, must clearly indicate on the outside of the sealed package or envelope the information provided below. Provide one (1) unbound, (1) Electronic USB drive (with .pdf copy) and three (3) bound original copies of the complete submittal.

RFP: ON-CALL ENGINEERING SERVICES
(SUGAR HILL, GEORGIA – RFP #21-019)

City of Sugar Hill
5039 West Broad St
Sugar Hill, Georgia 30518
Attn: Assistant City Manager

Certification

The undersigned declares that he or she has carefully examined all the documents contained in this Request for Proposals (RFP) solicitation for the project, and certifies to the best of his/her knowledge, that this Proposal fully complies with all of the requirements of the RFP and all addenda and clarifications issued in regard to the RFP.

The undersigned also hereby certifies that he or she (or, if he or she is the authorized representative of a company, the company) is the only person interested in this Proposal and any subsequent proposal; that it is made without any connection with any other person making any submission for the same work; that no person acting for, or employed by, the City is directly or indirectly interested in this Proposal or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Offeror has not influenced or attempted to influence any other person or corporation to file a Proposal or subsequent proposal or to refrain from doing so or to influence the terms of the Proposal or any subsequent proposal of any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person applying for the same work.

The undersigned further states that he or she has the necessary licenses, certifications, and professional credentials necessary to practice their respective professions within the State of Georgia.

The undersigned states that he or she has carefully examined all of the information provided and representations made in this Proposal and the documents submitted with the RFP including all schedules, forms and materials, and certifies to the best of his/her knowledge, that this Proposal in its entirety is complete, true and accurate.

Acknowledgement of Addenda. By signing below, the interested Offerors **acknowledges receipt of the following addenda** to this RFP:

Addenda No. (if any) _____

SIGNED UNDER THE PENALTY OF PERJURY:

Signature: _____
(Signature of Authorized Representative)

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

Project Number: _____

Project Name: _____

Firm Name: _____

SCHEDULE A – BUSINESS OWNERS: Interested Offeror **MUST** provide the following information and **attach a copy of the resume for each and every business owner of the team (each firm)** for this Project.

NAME	TITLE	ROLE/JOB RESPONSIBILITIES/ SCOPE OF WORK	# OF YEARS W/FIRM	EDUCATION/EXPERIENCE

Firm Name: _____

SCHEDULE B – MANAGEMENT PERSONNEL: Interested Offerors **MUST** provide the following information and **attach (1) an organizational chart and (2) copies of the resumes** for each person who will have any direct management responsibility for the Project, including but not limited to, project executives, project managers, project superintendents, etc for this Project.

NAME	TITLE	ROLE/JOB RESPONSIBILITIES/ SCOPE OF WORK	# OF YEARS W/FIRM	EDUCATION/EXPERIENCE	COMPLETED PROJECTS

Firm Name: _____

Firm Name: _____

SCHEDULE D - TERMINATIONS: Interested Offerors are required to list each and every project on which it was terminated or failed to complete the project within in the prior five (5) years.

PROJECT NAME & LOCATION	SCOPE OF WORK PERFORMED	CONTRACTED WITH	START & END DATES	ESTIMATED CONTRACT AMOUNT	% COMPLETE	REASON FOR TERMINATION OR FAILURE TO COMPLETE

Firm Name: _____

SCHEDULE E - LAWSUITS: Interested Offerors are required to list of all lawsuits in which the Offerors is a defendant or defendant-in-counterclaim with regard to construction contracts within the last 3 years. Please include among the lawsuits requested in the previous sentence, payment bond lawsuits under G.L.c.149, §29 and mechanics lien lawsuits. If the lawsuit was pending at any time during the last three (3) years (which includes any lawsuit that was commenced, dismissed, or resolved by settlement or judgment during that time), then it must be listed. **DO NOT** include actions that primarily involve personal injury, workers' compensation claims, or where the sole cause of action involves the Offerors's exercise of its rights for direct payment. Joint ventures must provide information regarding lawsuits for each joint venture partner.

PROJECT NAME & LOCATION	PROJECT OWNER	DESCRIPTION OF LEGAL PROCEEDING (include caption of case, parties, location of proceeding, description of the dispute and status and/or outcome)

Firm Name: _____

SCHEDULE G - PROJECT REFERENCES: Interested Offerors are required to list references for prior work respondent Offerors has performed which appears in *Schedule C*.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE#	FAX#
	OWNER: DESIGNER:			
	OWNER: DESIGNER:			
	OWNER: DESIGNER:			
	OWNER: DESIGNER:			
	OWNER: DESIGNER:			

Firm Name: _____

SCHEDULE H: RESERVED - DO NOT SUBMIT.

Firm Name: _____

SCHEDULE I - PUBLIC PROJECT RECORD: – Interested Offerors are required to list all completed public buildings during the past three (3) years. (Respondent Offerors may attach additional pages if necessary).

PROJECT INFORMATION	CONTACT INFORMATION Provide business and contact name, address, telephone and fax
PROJECT NAME: CONTRACT VALUE: SCOPE: START DATE: FINISH DATE:	AWARDING AUTHORITY: DESIGNER:
PROJECT NAME: CONTRACT VALUE: SCOPE: START DATE: FINISH DATE:	AWARDING AUTHORITY: DESIGNER:
PROJECT NAME: CONTRACT VALUE: SCOPE: START DATE: FINISH DATE:	AWARDING AUTHORITY: DESIGNER:

Firm Name: _____

SCHEDULE J – PRIOR REVENUE: – Interested Offerors are required to list prior revenue for the last three (3) fiscal years.

Firm's fiscal year runs _____ to _____.

YEAR	PRIOR ANNUAL REVENUE (\$)

Firm Name: _____

SCHEDULE K – REVENUE UNDER CONTRACT: : RESERVED - DO NOT SUBMIT.

Firm Name: _____

Schedule M – PRICE PROPOSAL

Respondent / Offerors must complete the following:

Attach a hardcopy of fee schedule and electronically.