

# **Request for Proposal**

## **ON-CALL PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES**

**CITY OF FAIRBURN, GA**

**RFP #22-009**

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### **BACKGROUND AND INFORMATION**

The City of Fairburn is soliciting proposals from qualified professional consultants to assist the City in complying Federal, state, and local guidelines and requirements and with our local landscaping and development ordinances and special projects as required. The purpose of this solicitation is to provide these support services to the City's Community Development Department for three years. The successful respondent will be assigned work on a task-order basis for plan review and special projects as required in order of priority to the City.

### **STATEMENT OF QUALIFICATIONS SUBMISSION REQUIREMENTS AND EVALUATION**

The complete original proposal must be submitted in a sealed package. All proposals shall be marked, **RFP # \_\_\_\_\_ & Project Name: as described above \_\_\_\_\_**. Respondents shall be responsible for the actual delivery of proposals during business hours to the City of Fairburn. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

Firms should provide the following information related to this RFP:

- Letter of Interest

- Firm profile and qualifications
  - List applicable registrations, certifications, & training completed
  - Certifications as a DBE
- Current or past public-sector clients
- Resumes of key personnel that will be assigned to this project
- Project Approach Summary
- **A separate sealed fee proposal, consisting of no more than two pages, listing the hourly rates for each of the staff anticipated to work the contract, and itemized list of reimbursable expenses, shall be submitted with your response.**

Responses to this RFP should be in the form of a written proposal not to exceed 15 pages, excluding the cover letter. The City will select the respondent that demonstrates the best combination of qualifications, price, and overall value to the City. Interviews may be required; however, the City reserves the right to award a contract based upon evaluation of the written proposals only, or evaluation of any other submitted materials alone or in combination with other materials.

All proposals must be in writing and must be received at the address below no later than 3:00 PM on June 24<sup>th</sup>, 2022. All proposals, delivered by hand or other methods, should clearly indicate the information below on the outside of the sealed package or envelope. One (1) unbound and four (4) bound original copies of the complete proposal are required.

**PROPOSAL: ON-CALL PROFESSIONAL ENGINEERING & LANDSCAPE  
ARCHITECTURAL SERVICES – RFP # 22-009**

City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213  
Attn: Community Development Director

**SCOPE**

The scope of the work includes civil engineering/site development plan review services to include landscape plan review services and special projects as needed over a period of three years. The typical plan review process for a Land Disturbance Permit includes site visits, multiple reviews, a preconstruction meeting, coordination meetings with developers and City of Fairburn employees, and a final site inspection. The scope of work may also be expanded to design services as required to meet the needs on the City.

**Qualifications:**

Provide the following information:

- a.) Company name
- b.) Company address
- c.) Name of primary contact and all contact information including telephone number and E-mail address
- d.) Provide form of ownership, including state of residency or incorporation, and the number of years in business. State if the respondent is a sole proprietorship, partnership, corporation, LLC, joint venture, or other structure. For Joint venture entities that have not undertaken at least two projects together, each team should submit its qualifications separately.
- e.) Resumes of all professionals proposed for the team.
- f.) Experience of the project team with similar contracts
- g.) Project approach
- h.) Names and telephone numbers of clients for whom your company has performed similar services for the past five years

#### **SELECTION CRITERIA FOR PROSPECTIVE CONSULTANTS:**

To receive consideration, the respondent's proposal should be responsive to the project requirements described in the Submission Requirements section of this document. The contract will be awarded to the respondent determined to be the most qualified to perform the work based on an established evaluation criteria. The City of Fairburn reserves the right to split a contract award such that multiple respondents receive at least a portion of the award.

A selection committee will be convened to evaluate the proposals based on the following weighted criteria:

<u>Firm/Staff Qualifications.</u>	30%
<u>Similar Clients/Contracts.</u>	20%
<u>Past Performance.</u>	20%
<u>Project Understanding.</u>	20%
<u>Project Administration</u>	10%
<i>Total:</i>	100%

Upon completion of an initial evaluation by the committee, a short-list of consultants and interviews may be utilized to make a final recommendation to the Fairburn City Council and Mayor for approval.

#### **NOTICE OF AWARD**

The primary intent of this RFP is to identify a single source to provide all of the needed services; however, the City of Fairburn reserves the right to make split awards.

If the City of Fairburn decides to split the award, it will do so to the top highest scoring respondents. The highest scoring respondent(s) will be sent a Notice of Award. The Notice of Award is not notice of an actual contract award; instead, it is notice of the City of Fairburn's expected contract award(s) pending resolution of the protest process. The Notice of Award ("NOA") is the City of Fairburn's public notice of actual contract award(s) and must be approved by City Council.

### **SCHEDULE**

The schedule of events set forth herein represents the City of Fairburn's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates, up to and including the closing date of the RFP, will be publicly posted prior to the closing date of this RFP. After the closing date of the RFP, the City of Fairburn reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	05/25/22	N/A
Deadline for written questions to City of Fairburn	06/16/22	3:00 p.m. ET
Responses to Written Questions	06/21/22	5:00 p.m. ET
Proposals Due/Close Date and Time	06/24/22	3:00 p.m. ET
Proposal Evaluation Completed (on or about)	07/22/22	N/A
Notice of Award (on or about)	07/28/22	N/A

### **CONFLICTS OF INTEREST**

Each respondent must include a full disclosure of all potential organizational conflicts of interest for each member of its team. The responder is prohibited from receiving any advice or discussing any aspect of the project or its procurement with any person with whom it has a conflict of interest. By submitting its proposal, each respondent agrees that, if a conflict of interest is thereafter discovered, the respondent must make an immediate and full written disclosure to the City of Fairburn that includes a description of the action that the respondent has taken or proposes to take to avoid or mitigate such a conflict. If the respondent was aware of a conflict of interest prior to award and did not disclose the conflict to the City of Fairburn, The City of Fairburn may terminate the award for default.

### **RESTRICTIONS ON COMMUNICATING WITH STAFF**

From the issue date of this RFP until the results are announced, respondents are not allowed to communicate about this solicitation or scope with any City staff except for the submission of questions as instructed in the RFP. Prohibited communication includes all contact or interaction, including but not limited to telephone, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City of Fairburn reserves the right to reject the request of any respondents violating this provision.

## **INFORMATION & INSTRUCTIONS**

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

**Changes or Modifications to RFP:** Respondents will be notified in writing of any change in the specifications contained in this RFP.

**Interpretations:** No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on City of Fairburn. No employee of City of Fairburn 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:** City of Fairburn reserves the right to reject any and all proposals and to request clarification of information from any respondent. City of Fairburn is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

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

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

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

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

**Right of Negotiation:** City of Fairburn reserves the right to negotiate with the selected respondent 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 respondents 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 City of Fairburn, 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 Respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless City of Fairburn, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Respondent shall secure and maintain General Liability Insurance as will protect him from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the respondent shall provide City of Fairburn with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect.

Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by respondents shall become the property of City of Fairburn 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 affirmatively ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 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.

Copies: One unbound original and **four (4) bound** original copies of the Proposal and supporting documents must be submitted in response to the RFQ.

Termination of Contract: City of Fairburn may cancel the contract at any time for breach of contractual obligations by providing the successful respondent with a written notice of such cancellation. Should City of Fairburn exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

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

Conflict of Interest: The respondent 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 respondent 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 respondent 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 City of Fairburn. Therefore, the respondent 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 City of Fairburn, 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 respondent shall further understand that City of Fairburn cannot save and hold harmless and or indemnify the respondent and/or the respondent's employees against any liability incurred or arising as a result of any activity of the respondent or any activity of the respondent's employees performed in connection with the contract.

Contract: The contract between City of Fairburn and the respondent shall consist of (1) the RFP and any amendments thereto, (2) the proposal submitted by the respondent to the City in response to the RFP, and (3) executed contract (Consultant Agreement) between City of Fairburn and the successful respondent. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Consultant Agreement shall govern. However, City of Fairburn reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written

clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the respondent's proposal. 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 respondent 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.