

Request for Proposals

SEWER REPLACEMENT – WHITE BIRD WAY

CITY OF FAIRBURN, GA

RFP #18-008

July 5, 2018

The City of Fairburn, Georgia is now accepting proposals from qualified contractors to replace approximately 1,100 feet of eight-inch clay sewer line on White Bird Lane in Fairburn, Georgia. Information about the project is provided below and on the City's website: www.fairburn.com.

Instructions for preparation and submission of a proposal are contained in this package. All proposals are due at Fairburn Utilities, located at 106 Howell Avenue, Fairburn, Georgia 30213, no later than 2:00 p.m. on Friday, August 3, 2018.

s/

Tom Ridgway, Utility Director

Introduction and Project

City of Fairburn is soliciting proposals from qualified contractors to replace approximately 1,100 feet of eight-inch clay sewer pipe with PVC SDR 26 pipe and tie in the existing sewer laterals on White Bird Lane in the Tall Deer subdivision. The work to be performed includes, but is not limited to:

- Obtaining all necessary underground locates
- Establishing a bypass system while the work is in progress;
- Establishment of traffic control;
- Cutting of roadway, excavating, removing and disposing of existing pipe;
- Installation of new eight-inch PVC SDR 26 pipe;
- Replace existing sewer laterals from main to edge of right-of-way and connect to main to restore service to residential customers;
- Repaving of roadway
- Other assignments complementary to this project.

Materials are to be provided by the contractor. Contractor is to provide all necessary tools and equipment normally associated with this type of construction.

A **pre-bid meeting** will be held in Council Chambers, 56 Malone Street, Fairburn, GA 30213 at **1:00 p.m. on July 17, 2018**, followed by a site visit for contractor questions and inspection. A video survey of the existing pipe conditions is posted on the City web site.

Project Understanding

The successful contractor must understand that a considerable degree of professional expertise (in areas associated with the noted project) is essential and required by the contractor.

Expertise of particular importance to the City includes:

- Providing certified personnel qualified to perform the work;
- Expertise in the operation of tools and equipment necessary to perform the work in a safe and efficient manner

Proposal Requirements

Proposals are to include the following:

- Minimum of three references from utilities where similar work was performed;
- Cost information, segmented by labor, equipment and materials;
- Any mark-ups related to item two above;
- Projected start date and estimated time required to complete the project;
- A proposed contract for the services to be provided.

Information & Instructions

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

Submission Requirements: The complete original proposal must be submitted in a sealed package. All proposals shall be marked, **RFP # 18-008, Sewer Replacement – White Bird Way– Fairburn, Georgia**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

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

Changes or Modifications to RFP: Proposers 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 proposer. 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, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

Denial of Reimbursement: City of Fairburn will not reimburse proposers 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: Proposers 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 proposer 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 proposers 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 Proposer, 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 Proposer 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 proposer 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 proposers 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 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 resumes of all professionals proposed for the project team, including the Project Manager and other team members proposed.

References: Please furnish names and telephone numbers of clients/employers for whom proposer performed similar services for the past five years.

Selection Criteria for Prospective Contractor: To receive consideration, the respondent's proposal should be responsive to the potential projects described in the Introduction and Project section, Project Understanding section, and the criteria listed below. The Contract will be awarded to the contractor 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 proposals based on the following weighted criteria:

<u>Operational experience with projects of similar complexity.</u>	25%
<u>Understanding project delivery process, methods, and tools.</u>	25%
<u>Experience with neighboring wastewater utilities.</u>	10%
<u>Projected timeline for completion of the project.</u>	15%
<u>Total projected cost.</u>	25%
<i>Total:</i>	100%

Upon completion of an initial evaluation by the committee, a short-list and interviews may be utilized to make a final recommendation to the Fairburn City Council for approval. The City reserves the right to award a portion of or all of the contract to any combination of contractors (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 and **four (4) bound** original copies of the proposal and supporting documents must be submitted in response to the RFP.

Termination of Contract: City of Fairburn may cancel the contract at any time for breach of contractual obligations by providing the successful proposer 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 proposer 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 proposer 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 proposer 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 proposer 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 proposer 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 proposer shall further understand that City of Fairburn cannot save and hold harmless and or indemnify the proposer and/or the proposer's employees against any liability incurred or arising as a result of any activity of the proposer or any activity of the proposer's employees performed in connection with the contract.

Contract: The contract between City of Fairburn and the proposer shall consist of:

- 1) The RFP and any amendments thereto;
- 2) The proposal submitted by the proposer to the City in response to the RFP;
- 3) Executed contract (Contractor Agreement) between City of Fairburn and the successful proposer; and
- 4) Executed Task Orders between City of Fairburn and the successful proposer.

In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contractor Agreement shall govern. However, City of Fairburn reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the proposer'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 proposer 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 provided by the City of Fairburn and is available for authorized task orders.

Proposal Submission & Evaluation

Firms should provide the following information related to this RFP:

- Letter of Interest
- Contractor profile and resumes of the Program Manager and key personnel that will be a part of the team
- Project understanding
- Evidence of Professional Liability Insurance.

Responses to this request should be in the form of a written proposal not to exceed 20 pages excluding cover letter.

The City will select the contractor (firm, team, or individual) that demonstrate 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 proposals only.

All proposals must be in writing and must be received at the following address no later than 2:00 p.m. on **FRIDAY, AUGUST 3, 2018**. All proposals, 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) CD-ROM (with .pdf copy) and four (4) bound original copies of the complete proposal.

PROPOSAL: SEWER REPLACEMENT – WHITE BIRD WAY, FAIRBURN, GEORGIA –
RFP #18-008

Fairburn Utilities
106 Howell Ave.
Fairburn, Georgia 30213
Attn: Tom Ridgway, Utility Director