# Request for Proposals/Qualifications for Professional Engineering Services

**Submissions due 3:00 P.M.,**
**Monday, March 21, 2011**

**Prepared by:**

**The City of Doraville, Georgia**
**3725 Park Avenue**
**Doraville, GA  30340-1111**

**DRAFT**

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## I. NOTICE OF REQUEST FOR PROPOSALS/ QUALIFICATIONS

The City of Doraville is seeking competitive sealed proposals from engineering firms for comprehensive services and consultation under a term of contract on an as needed basis. This Request for Proposals/Qualifications asks interested firms to submit their credentials, qualifications and other information to help the City make the best decision regarding which firm(s) will be chosen. Firms that have experience with similar public entities will likely have a greater chance to be pre-qualified.

The contract, if issued, will be issued to the offeror whose proposal is determined to be the most advantageous to the City of Doraville. Factors including price and financing arrangements will be considered. The City may consider the offeror's quality of work, general reputation in the community, financial responsibility, previous work for the city, if any, and previous work for similar clients under similar circumstances.

Responses to this RFP are due no later than 3:00 p.m., Monday, March 21, 2010. Proposal packets may be obtained from the City of Doraville, City Hall, 3725 Park Avenue, Doraville, Georgia 30340, telephone: 770-451-8745; fax: 770-936-3862; e-mail: cityhall@doravillega.us. Proposals will be opened by the Council at the March 21, 2011 meeting (6:30 p.m.) at City Hall. A presentation to the City Council may be required before acceptance of an offer. Proposals will remain open and irrevocable for sixty (60) days.

The City retains the right to reject any and all proposals and may re-advertise, perform the work itself, waive formalities in the request for proposal, or abandon the project.

For request for proposal packets, telephone (770) 451-8745 or fax (770) 936-3862.

Melissa McCain, City Clerk
City of Doraville, Georgia

## II. REQUEST FOR PROPOSALS/ QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

February 17, 2010

To Whom It May Concern:

**INTRODUCTION**

The City of Doraville, Georgia is a 10,000 person City within the Atlanta metropolitan area. The City provides a number of services including police, 911, parks, a large jail complex, recreation and special events. I-285 and Buford Highway (a major metropolitan street) run through the City as well as a MARTA train line and depot. Doraville is the home to a former GM plant property of approximately 165 acres and a large petroleum and propane tank farm.

The City of Doraville is seeking competitive proposals for as needed, comprehensive engineering services from professional engineering firms. This is a request for interested persons/firms to submit their credentials and qualifications to the City for consideration during a firm's qualification process.

**SUBMISSION DUE DATE**

All interested firms, including must complete and submit responses to this RFP (including completed accompanying submission forms) in seven (7) originals no later than Monday, March 21, 2011. Submissions shall be valid for sixty (60) days.

The transmittal package should be sealed and marked "Request for Proposals for Engineering Services", City of Doraville, Monday, May 31, 2010" and is to be mailed or delivered to:

Melissa McCain, City Clerk
City of Doraville
3725 Park Avenue
Doraville, Georgia 30340-1111

Submissions received after the due date and time are late and will not be considered. Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable, are also late and will not be considered.

Proposals must conform to the requirements of this attachment. Failure to conform to these requirements may result in disqualification from the selection process.

**WAIVER/ REJECTION OF PROPOSALS**

The City reserves the right to waive formalities or informalities in submissions, to reject, with or without cause, any or all submissions or portions of submissions, or to negotiate or not negotiate with or to interview or not interview individual submitters, or to accept any submission(s) or portions of submissions deemed to be the most advantageous to the City.

**CONTRACT EFFECTIVE DATE**

The contract term will begin upon Council approval, which could come as early as April 4, 2011 – the following regular City Council meeting the March 21st meeting.

City renewal for subsequent years will in part be dependent upon acceptability of cost, quality of service, provider stability and market conditions. The City reserves the right at any time to remove the firm from one or more categories of the comprehensive service if it is believed to be in the City's best interest.

In anticipation that the firm's contract will be effected for more than one year, fee/remuneration guarantees beyond one year are desired (preferably for three years or more), so be explicit about any such offerings.

## ADDITIONAL INFORMATION

Basic background information is provided herein to facilitate submissions. For further information, please contact Luke Howe, Assistant to the Mayor, by email at Luke.Howe@doravillega.us or by facsimile to (770) 883-8452.

## EX PARTE COMMUNICATIONS

Please note that to assure proper and fair evaluation of submissions, after submissions are received and until award of the contract(s), the City prohibits ex parte communication initiated by the submitter to the City Council and discourages ex parte communication initiated by the submitter to any City official or employee or considering submissions prior to the time a decision has been made.

Communication between a submitter and the City will be initiated by the appropriate City official, employee or designed consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the submission then in evaluation or any future submission.

## INTERVIEWS

The City may determine that it will be desirable to conduct interviews with some submitting firms. However, the City reserves the right to interview or not interview submitters, and to qualify a submitter with or without an interview process.

If it is necessary to interview finalists before deciding on which firm is to be chosen by the City, finalist interviews are likely to be conducted between March 21st and April 4, 2011. Finalists will likely be notified of the time and date and place of the interviews at least three (3) days in advance of the interview date.

## EVALUATION OF SUBMISSION

In evaluating submissions, the City shall consider several factors, including but not limited to:

- Firm's qualifications and experience, including experience with similar clients.
- Firm's range of services available.
- Firm's commitment to service of the City of Doraville.

- References (including current customer satisfaction with services).
- Finalist interview, if interviews held (applicable only to those chosen as finalists).

The order in which these items are listed does not necessarily reflect their order of importance.

## OFFEROR'S LOCAL REQUIREMENTS

- Proof of professional liability insurance is required.
- Proof of occupation tax payment or exemption is required.
- Proof of or exemption from Workman's Compensation coverage is required.

## SAMPLE CONTRACT

Attached hereto and made a part hereof is a proposed sample agreement. The City reserves the right to amend the contract before execution. The sample agreement is provided as a basis for negotiations regarding the project.

## BASIS FOR SELECTION

The City may consider the submissions responsive to the preceding sections and/or the offeror's quality of work, general reputation in the community, financial responsibility, previous work or any other related factors that may demonstrate offeror's professional ethics, capabilities and skills.

The price offered will be considered in addition to all other factors listed above. Candidates may be asked to make a presentation to the City.

## QUALIFICATIONS

Background information should be furnished regarding the specific representative who will serve the City, the degree of the representative's commitment to the City, and the expected frequency of the representative's service contact. Experience with other public entities, preferably entities of similar size, complexity and magnitude is preferred. Firm's that offer comprehensive services and associated services are preferred.

Background information should be furnished as applicable, regarding the size of the firm, personnel and qualifications (particularly of the representative who will serve the City), services, etc.

Submitters should provide a narrative setting forth the key reasons they should be qualified by the City to be their engineering service provider. The narrative should emphasize issues or services that make them unique, or give them special advantages over other submitters.

## REFERENCES

Submitters should provide at least five client references, including from the local area. Preferably, references should be public entities of similar size, complexity and magnitude to the City.

## SERVICE

Submitters are required to provide details about the scope of services available, details of functions performed of the firm, organizational chart and biographical information on all officer and other relevant personnel especially those likely to be assigned to the City.

## SCOPE OF SERVICES

The firm to be contracted by the City to provide engineering services will be expected to provide the following:

1. Expertise and consultation in the areas of civil engineering, environmental engineering, electrical engineering, geotechnical engineering, mechanical engineering, natural gas engineering, and structural engineering.

2. Additionally, expertise and consultation in the areas of urban planning, architecture, GIS, mapping, land surveying, plan review, construction inspection and administration is preferred.

3. Feasibility studies, conceptual renderings, cost estimates, preliminary engineering reports, maps and attend meetings.

## ADDITIONAL CONDITIONS

The City reserves the right to reject any or all submittals received; to request additional information; to utilize outside assistance in evaluating proposals; to waive informalities; and to extend the deadline for submittals. The City assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with preparation or submission of the proposal.

## III. SAMPLE CONTRACT

STATE OF GEORGIA
CITY OF DORAVILLE
COUNTY OF DEKALB

### AGREEMENT

Agreement for Professional Engineering Services for the City of Doraville

This Agreement made and entered into this the ____ day of _____, 2010, by and between _____ represented by their duly authorized representative _____ (hereinafter referred to as "Contractor") of the County of _____, State of Georgia, and the CITY OF DORAVILLE, GEORGIA, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, the City desires to obtain and Contractor desires to provide professional engineering services.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City hereby agree as follows:

ARTICLE I
PURPOSE OF AGREEMENT AND SPECIFICATIONS

A. The purpose of this Agreement is:

1. Expertise and consultation in the areas of civil engineering, environmental engineering, electrical engineering, geotechnical engineering, mechanical engineering, natural gas engineering, and structural engineering.

2. Additionally, expertise and consultation in the areas of urban planning, architecture, GIS, mapping, land surveying, plan review, construction inspection and administration is preferred.

3. Feasibility studies, conceptual renderings, cost estimates, preliminary engineering reports, maps and attend meetings.

4. Contractor agrees to accept the schedule of tasks and frequency schedule herein. Contractor agrees to perform the following services in all areas where applicable.

ARTICLE II
DURATION OF CONTRACT

A. This Contract shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, if renewed.

B. This Agreement will be automatically renewed unless the City elects to terminate the contract on the day of the close of the calendar year in which this Agreement is executed or within sixty (60) days after the close of the day of the calendar year in which this Agreement is executed or renewed, if renewed.

## ARTICLE III
## CONSIDERATION FOR AGREEMENT

A. This Agreement is based on the following stated total consideration for the calendar year in which this Agreement is executed. Contractor shall be paid $_____.00 for all services rendered under this Agreement.

B. If this Agreement is automatically renewed the total obligation during the calendar year in which this Agreement is renewed shall be $_____.

C. The sums paid in Section III(A) and (B) represent the total obligation of the City for the calendar year of execution and the total obligation incurred in the calendar year renewal term if renewed until termination.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

A. The Contractor represents that it has paid Occupation Tax to do business in the County of DeKalb, City of Doraville, Georgia or is otherwise exempt.

B. The Contractor represents that it has provided a copy of its Workman's Compensation Certificate to the City or is otherwise exempt.

C. The Contractor will maintain or carry professional liability insurance in the amount of at least one million ($1,000,000.00). This insurance is non-cancelable during the duration of this Contract except upon thirty (30) days prior written notice to the City. Cancellation of this insurance will be considered a breach of this Agreement.

## ARTICLE V
## MISCELLANEOUS

A. If applicable, title to any supplies, materials, equipment or other personal property shall remain in Contractor until fully paid by the City.

B. The City reserves the right to deal exclusively with _____ identified as representative of _____ in all matters concerning this Agreement.

C. It is mutually agreed by _____ and _____ as their authorized representative that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions

are printed herein and that the conditions are hereby agreed to by _____ and _____ as their authorized representative.

D. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligation of the City.

E. The Agreement obligates the City only for sums payable during the calendar year of execution, or in the event of a renewal by the City, for the sums payable for the individual calendar year renewal.

F. This Contract in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution or, in the event of a renewal, beyond the calendar year of such renewal.

G. The City reserves the right to terminate this Contract for non-compliance by issuing thirty (30) days written notice to the Contractor.

H. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the City.

I. If any conflicts between this Contract and Contractor's Proposal arise, the terms of this Contract are deemed to absolutely prevail.

J. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract are deemed to be the sole responsibility of the Contractor for the purposes of all Worker's Compensation and insurance claims. The City reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Contract and list of specifications should be deemed to obligate City employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract.

K. This Agreement and the exhibits attached hereto, constitute the entire Agreement and understanding between the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto. The sole exception to this is that the Contractor's Proposal dated _____ are incorporated into this Agreement under Article V (I) above.

L. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.

M. Contractor agrees to indemnify, save and hold harmless, and defend the City, its officers, boards, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of Contractor's operation and provision of services, including but not limited to, reasonable attorney's fees and costs if such fees and costs are deemed necessary by the City.

N. This Agreement may not be assigned by either Party unless approved by each Party in writing.

O. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

As to Contractor:

_____
_____
_____
Attn: _____

As to City:

City of Doraville
3725 Park Avenue
Doraville, GA 30340-1111
Attn: Luke Howe, Assistant to the Mayor

or such address as shall be furnished by notice to the other parties.

P. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.

Q. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

R. Contractor has the following number of employees:

( ) 500 or more employees
( ) 100 or more employees
( ) Fewer than 100 employees

Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered Contract, Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor.

Contractor attests compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Exhibit "A" as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this Agreement as Exhibit "A."

S. Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered Contract, Contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such

subcontractor affidavit included with this Agreement as Exhibit "B" shall be made a part of the contractor/subcontractor agreement.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

"CONTRACTOR"

By:_____

Name: _____
(Print or type)

"CITY"

(SEAL)

_____
Mayor Donna Pittman

ATTEST:

_____
Melissa McCain, City Clerk

APPROVED AS TO FORM:

_____
Murray J. Weed, City Attorney

# EXHIBIT A

## CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with the City of Doraville has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §§13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with the City of Doraville, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §§ 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Doraville at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number: _____

BY: Authorized Officer or Agent of Contractor: _____

Title of Authorized Officer or Agent of Contractor: _____

Printed Name of Authorized Officer or Agent: _____

Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 2010.

_____
Notary Public
Print Name:_____

(SEAL)

My Commission Expires: _____

# EXHIBIT B

## SUBCONTRACTOR AFFIDAVIT

By executing this Affidavit, the undersigned subcontractor 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 under a contract with the City of Doraville has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

_____
EEV / Basic Pilot Program User Identification Number

By:_____

Printed Name: _____

Company Name: _____

Title: _____

# EXHIBIT C

## AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Doraville, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Doraville Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit [circle one] for: _____ _____ [Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

1) _____ I am a United States citizen

**OR**

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

_____ _____
Signature of Applicant Date

_____
Printed Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20__.

*_____
Alien Registration number for non-citizens

_____
Notary Public
My commission expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

_____