

INVITATION TO SUBMIT
PROPOSAL

REQUEST FOR PROPOSALS - RFP NO.: 22-0017-4

WEST CHATHAM REGIONAL WATERSHED STUDY

PRE-PROPOSAL CONFERENCE: 10:00 A.M., FEBRUARY 23, 2022
(AUDIO ONLY)

PROPOSALS RECEIVED BY: 5:00 P.M., MARCH 9 , 2022

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON R. WHITELY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER KENNETH A. ADAMS

R. JONATHAN HART
COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the qualification proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her qualification proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

- X GENERAL INFORMATION
- X PROPOSAL
- X SCOPE OF SERVICES
- X ATTACHMENTS (A THRU I)

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____
SIGNATURE
DATE

TITLE

COMPANY

MINORITY___ **YES** ___ **NO**

BUSINESS TAX CERTIFICATE / LICENSE NUMBER

CITY/COUNTY/STATE

**CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1622**

DATE: February 1, 2022

RFP NO.: 22-0017-4

GENERAL INFORMATION FOR REQUEST FOR QUALIFICATIONS

This is an invitation to submit a proposal to supply Chatham County with services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA** up to **5:00 P.M., MARCH 9, 2022.** Responses must either be mailed or delivered to the Purchasing Office. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposals package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a qualification proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our list.

Due to the current Pandemic, An **Audio Only Pre-Proposal Conference** has been scheduled for **FEBRUARY 23, 2022, at 10:00 AM.** , Participants may attend by **calling 1-888-585-9008, then punch in the conference room code: 743-636-882,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Firms attending remotely are asked to mute phones when not speaking, in consideration of others. **You are encouraged to call and participate.**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date will be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees.

SECTION I
INSTRUCTIONS TO PROPOSERS

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a qualification proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **How to Prepare Qualification Proposals: All proposals shall be:**

- A. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

1.3 **How to Submit Qualification Proposals: All proposals shall be:**

- A. Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.
- B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.
- a. **Mailing Address: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**
- b. **Hand Delivery: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.**

QUALIFICATION PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED. However, if a well justified request to delay receipt of proposals is received at least one work day before proposal due date, it will be considered.

- 1.4 **How to Submit an Objection:** Objections from Offerers to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- A. When a pre-proposal conference is scheduled, the proposer may object in writing any time prior to or at the pre-proposal conference.
 - B. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
 - C. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.
- 1.5 **Failure to Offer:** If a Proposal is not submitted, the business should return this Request for Proposal, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Proposals:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.7 **Standards for Acceptance of Proposers for Contract Award:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.8 **Proposer:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.9 **Compliance with Laws:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.10 **Contractor:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.

1.11 **Local Preference:** N/A.

1.12 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

** All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for the Board, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

1.13 **Performance Evaluation:** On April 11, 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director.

SECTION II

PROPOSAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 **Multiple Proposals:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 **Offers to be Firm:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- 2.4 **Completeness:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 **Liability Provisions:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.6 **Certification of Independent Price Determination:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and

- (3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

2.7 Award of Contract: The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.

2.8 Procurement Protests: Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

2.9 Qualification of Business (Responsible Proposer): A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or unresponsive whenever such Proposer cannot document the ability to deliver the requested service.

2.10 County Tax Certificate Requirement: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the County Building Safety and Regulatory Services (912) 201-4300 for additional information.

No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.

2.11 Insurance Provisions, General: The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**

2.11.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

Chatham County as an "Additional Insured": Chatham County invokes the defense of "sovereign immunity." In order not to jeopardize the use of this defense, the County **is not** to be included as an "Additional Insured" on insurance contracts.

2.11.2 Minimum Limits of Insurance to be maintained for the duration of the contract:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident., disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.

2.11.3 Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related

investigation, claim administration and defense expenses.

2.11.4 Additional Coverage for Specific Procurement Projects:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

<u>Minimum Limits:</u>	\$1 million per claim/occurrence.
<u>Coverage Requirement:</u>	If “claims-made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

- 2.12 Indemnification.** The CONSULTANT agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONSULTANT or its subconsultants. The CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT or his subcontractors or anyone directly or indirectly employed by any of them.

The CONSULTANT's obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONSULTANT.

- 2.13 Compliance with Specification - Terms and Conditions:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.14 Signed Response Considered An Offer:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.15 Notice to Proceed:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.16 Payment to Contractors:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
 - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
 - C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This _____ day of _____, 20____.

BY

SIGNATURE

DATE

COMPANY

TITLE

TELEPHONE NUMBER

REQUEST FOR PROPOSALS

GENERAL CONDITIONS SECTION III

DESCRIPTION AND OBJECTIVES: Chatham County is requesting qualification proposals from qualified firms to perform **West Chatham Regional Watershed Study** which is located in Chatham County, Georgia. The County presents this “Request for Proposals” to describe its needs and those criteria which will be used to determine selection of services.

- 3.1 METHODOLOGY.** The procurement described herein is being conducted as a Request for Qualifications through professional services selection, a method of selecting professional services as provided in The Chatham County Purchasing Ordinance and Procedures Manual. This will be a three-step selection process, a summary of which follows:

STEP 1/ ACCEPTANCE AND EVALUATION OF PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent. The goal of Step 1 will be to accept, evaluate and score qualification proposals that meet technical requirements and develop a “short list” (finalists) usually of no more than three firms that represent the best of all proposals.

–In the interest of a fair, objective and competitive process, Chatham County intends to accept all qualified proposals and give them complete and impartial consideration.

–Any proposal which does not meet all technical requirements may be disqualified as being non-responsive.

– Proposals which are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are not being further considered and why.

–Recommending proponents that best qualify for the short list will be done through a committee evaluation process based on established technical criteria as described herein. Final decision on the staff’s recommendation is made by the Board of Commissioners.

Do **not** submit a Fee Proposal.

STEP 2/INTERVIEWS: The evaluation committee may interview each finalist firm. If

interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of firms that will be interviewed . **NOTE:** Do not submit a fee proposal.

STEP 3/NEGOTIATION OF FEE/SCHEDULE: The highest rated firm will be notified and brought in to negotiate fee and schedule with the County. Prior to negotiation, the highest ranked firm will be presented, with any updates to, a “Scope of Work” to base its fee upon. If a negotiated fee cannot be reached with the highest ranked firm, the County will then enter negotiations with the 2nd ranked firm.

- 3.2 PRE-PROPOSAL CONFERENCE.** An **AUDIO ONLY** pre-qualification conference will be held at **10:00 A.M. on FEBRUARY 23, 2022**, **Participants may attend by calling 1-888-585-9008, then punch in the conference room code: 743-636-882**, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Firms attending remotely are asked to mute phones when not speaking, in consideration of others. **You are encouraged to call and participate.**

- 3.3 PROPOSAL DEADLINE.** The response to this ‘Request for Proposal’ must be received by the Purchasing Division no later than **5:00 P.M., MARCH 9, 2022**. Any qualification proposal received after the time stipulated will be rejected and returned unopened to the proponent.

For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. Should such action occur, all proponents who attended the pre-qualification conference will receive an addendum setting forth the new date and time. This will be provided initially by oral message or fax and followed by written verification.

It is emphasized that late proposals will be rejected. Hence, all firms are warned that if they find they cannot meet the established due date that it is incumbent upon them to justify and submit a request for slippage of due date **at least 24 hours prior to due date for proposals.**

- 3.4 WITHDRAWAL OF PROPOSAL.** Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of qualification proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.

- 3.5 CONFIDENTIALITY OF DOCUMENTS.** Upon receipt of a proposal by the County, the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion (except for as provided by Georgia law for proprietary information). The details of the qualification proposal

documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law.

- 3.6 FORMAT OF RESPONSES.** To be considered, proponents must submit a complete response to the request for proposals. The format for responses is presented in Section 2. All responses must be presented in this format, which will not be negotiable.

The response to the RFP must be submitted in 1 original and 4 copies to:

Also furnish one electronic version of your RFP on thumb drive or CD

Mr. Robert Marshall
Senior Procurement Specialist
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622
Fax (912) 790-1627
email: rmarshall@chathamcounty.org

All questions relating to the proposal prior to and after the Pre-Proposal Conference shall be directed to Mr. Marshall either by e-mail or fax. Deadline for questions will be one week prior to proposal due date.

- 3.7 REJECTING QUALIFICATION PROPOSALS.** The County reserves the right to reject any or all proposals and will not be bound to accept any proposal should Chatham County consider that the proposal would be contrary to the best interest of Chatham County or this project.
- 3.8 COSTS TO PREPARE RESPONSES.** The County assumes no responsibility nor obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 3.9 EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.

SECTION IV

SPECIAL CONDITIONS

- 4.1** Factors such as proponent's relevant experience, reputation, past performance on similar projects, excellence of the team and project manager to be assigned to the project, technical competence, ability to meet program goals, completion within a reasonable time will be considered in the shortlist and contract award recommendations made to the Board for their decision. Commitment in the level of involvement of MBE firms, consultants and employees will also be considered in evaluating proposals.

Firms will be evaluated initially on the basis of the written qualification proposals. Thus, the proposal must be complete, concise and clear as to the capability and intent of the respondent. Further evaluation may include an oral presentation which will be scheduled after receipt of the written qualification proposal.

As such, to maintain competitiveness and to ease evaluation, responses to the RFP must be responsive to the following and presented in this format and order:

- Introduction/cover letter
- Experience in Similar Projects
- Qualifications/Key Personnel
- Project Understanding/Methodology
- Local & M/WBE Participation
- References

FORMAT ORDER AND GRADING CRITERIA OF RESPONSES TO THE RFP

NOTE: All qualification proposals will be presented on 8 1/2" by 11" paper, either bound or in a notebook with a maximum of 25 pages, including all items listed above. The information will be tabbed according to each requested section.

I. INTRODUCTION/COVER LETTER: You should provide no more than a 2 page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and FAX number of one contact to whom any correspondence should be directed.

II. EXPERIENCE (30 points)

1. List of similar projects performed in the last five years with a brief narrative of each project, client, services provided by consultant, value of services, current status on date of completion, project management, client's project manager and phone number. Include a statement as to why it is considered a similar project.
2. Basis of Evaluation;
 - a. Relationship of Experience to this project as it relates to size, quality and relevance.
 - b. Experience following State regulations and requirements.
 - c. Information should be complete.
 - d. Information should be in a clear and concise manner.

III. QUALIFICATIONS (30 points)

1. List of key personnel including project manager along with resumes. Identify person who on a day-by-day basis will be responsible for the work. Identify the key personnel necessary for implementing the project. Describe how key personnel will be involved in project. Describe availability of project manager and key personnel for this project.
2. Basis of Evaluation
 - a. Quality and relevant experience to project and the County goals.
 - b. Does description include all categories and how personnel function within categories?
 - c. Are all potential categories included?

IV. PROJECT UNDERSTANDING (25 points)

1. List key elements of project and how each will be addressed. Show project schedule and personnel needed to implement each phase.
2. Basis of Evaluation
 - a. Is the project discussion and schedule reasonable?
 - b. Are personnel listed adequate to implement the schedule?
 - c. Discuss method and timing of implementing project.

- V. **MBE/WBE/LOCAL PARTICIPATION (15 points)** The Chatham County Board of Commissioners has adopted a goal of **30% Local and M/WBE participation** for all SPLOST projects. Proponents and Consultants are required to meet this goal or provide documentation of their Good Faith Efforts to utilize Local, M/WBE sub consultants. Proponents will be awarded up to 15 points out of 100 based on a strong representation of Local and M/WBE participation throughout its team composition. In addition, points will be awarded to firms who have demonstrated a commitment to employment of minorities or women, especially at the professional level. (See Attachment I for Good Faith Effort Guidelines)

All questions regarding Local, M/WBE participation, please contact Connell C. Heyward, Chatham County Minority and Women Business Coordinator, at (912) 652-7828 phone, or (912) 652-7951 fax. Email: cheyward@chathamcounty.org

- VI. **REFERENCES** References (at least three), including contact, relationship, address and phone number. Note: Chatham County reserves the right to contact any known former clients about your performance.

- 4.2 **EVALUATION CRITERIA (STEP 1).** Based on requirements in Section V, responses will be evaluated by an evaluation committee. While each proponent's proposal will be rated on its merits, the following will be regarded as assumptions applicable to each:

--Responses will follow the format and instructions within each section or subsection (proponents should consider Section V as an outline or checklist).

--Responses should be complete.

--Responses should be presented in a clear and concise fashion.

Difficulty in reading any proponent's proposal because of confusing information, errors or missing information considered as key to a fair evaluation can result in its consideration as not responsive. PLEASE REMEMBER: EVALUATION OF THE QUALIFICATION PROPOSALS WILL DETERMINE WHICH FIRMS ARE SELECTED FOR THE SHORTLIST!

- 4.3 **EVALUATION CRITERIA (STEP 2).** Based on an evaluation of proposals under Step 1, those proponents that make the "short list" (finalists) may be interviewed. If interviews are conducted, they will be scored using the same process as the proposals. (25 points possible)

- 4.4 **DISCRETION.** The County shall have sole discretion in evaluating both the responses and qualifications of the respondents. **Please note that the evaluation committee will recommend the firm with the highest score after all steps are complete, but it is the Board of Commissioners which, after consideration of staff's recommendations, makes the final contract award decision.**
- 4.5 **ASSIGNMENT.** The contractor shall not assign or transfer any interest in the contract without the prior written consent of the County.
- 4.6 **CONTRACT.** The successful respondent will be expected to execute a contract within 30 days of notice of award.
- 4.7 **PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS.** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from the County before subconsulting any part of the project. Such permission should be obtained during the proposal evaluation stage.
- 4.8 **CHANGES.** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. Any changes in the project team, including consultants, will require prior approval of the County. At the least, replacements must be equal in experience and preserve commitment to local or MBE participants. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written memorandum of such adjustment shall be made. Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.
- 4.9 **TERMINATION OF CONTRACT.** The County shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is

awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.

- 4.10 ADEQUACY AND ACCURACY.** The professional and technical adequacy and accuracy of designs, drawings, specifications, documents and other work products furnished under contract, will be conducted in a manner of the profession. Where Chatham County must have work done by change order or addition resulting from an error or omission by the Engineer/Architect, the Engineer/Architect shall provide, at no cost to the County, all professional services attributable to the change order. This is in addition to the County's right to recover from the Engineer/Architect damages for the Engineer's/Architect's errors and omissions.

WEST CHATHAM REGIONAL WATERSHED STUDY – PHASE 2 PROJECT DESCRIPTION /SCOPE OF WORK

West Chatham County and southern Effingham County are experiencing significant industrial and residential growth, and the areas are primed for additional growth in the future due to availability of land and the transportation network. Advance planning is needed to ensure that development does not overstress available services/ resources, and does not result in negative impacts on surrounding properties. This includes developing better understanding of the storm water related conditions, including problem areas, and determining potential improvements needed to address these issues.

The primary watershed of interest in this area is the Little Ogeechee River basin. The basin covers approximately 60 square miles across multiple jurisdictions, including unincorporated Chatham County, the cities of Savannah, Pooler, and Bloomingdale, and Effingham County. The extent of the basin is shown on the map included in this package. The watershed drains from north to south through a wide floodplain of natural wetlands and heavily braided channels before discharging beneath U. S. 17 to the Ogeechee Sound. Even before development began in the area there were reports of overtopped roadways and standing water. These conditions have only gotten worse as additional water volume has been added from the new impervious surfaces.

To better understand current conditions and assist in planning for future development, a regional watershed model is needed. To that end, Chatham County and the Savannah Economic Development Authority (SEDA) seek to engage a qualified engineering consultant to develop the model in accord with the scope of work contained in this section. The consultant who will complete the study will be selected by Chatham County using a Qualifications Based Selection (QBS) process and the project will be managed by the Chatham County Department of Engineering.

The general intent of the project is to develop a watershed model of existing conditions. The preferred modelling software is SWMM or ICPR, although other software may be acceptable with appropriate justification. The selected software shall be capable of running multiple storms and shall be able to be modified as basin conditions change. The model will include the primary Little Ogeechee flow path plus major tributaries such as the system which drains the New Hampstead area. The model shall be developed with a moderate level of detail which shall include:

- The major Little Ogeechee River flow path of natural channels and associated roadway crossings
- Major tributary systems, such as the one draining the New Hampstead area. This will include existing lagoon systems and connecting pipes, but will not reach the level of assessing collector pipes.
- Major contributing developments such as Savannah Quarters and the SEDA manufacturing development, including lagoon systems and outfalls.
- Other industrial or residential developments which outfall into the basin, have a contributory area of 20 acres or more, and which have a separate storm water management system.

The land use to be included in the model is the current conditions as of January, 2022. The model shall be capable of being modified in the future as new developments are proposed and constructed in order to determine the impacts of each project on the overall basin and the adequacy of any proposed storm water management facilities. The project Scope of Work is as follows:

A. Assess available information

A Phase 1 due diligence study has been completed. In this study, the County and its consultant engaged all of the entities contributing storm water to the basin and solicited their input, including any information available on existing developments, road crossings, etc. All parties did participate to some degree. The table accompanying this section identifies each party, lists the information provided by each, rates the suitability of the information for use in the development of the model, and provides comments on potential use in the model with remarks. All information gathered during the due diligence phase, and which is listed in the tables in this RFP, is available on data storage devices. To obtain one of these, call Bill Nicholson at 912-652-7807 or e-mail at brnicholson@chathamcounty.org and request a copy. Provide the day when you will come to the County Administrative Building at 430 Bull Street and a copy will be left at the security desk for pick up. Proposers shall make their own determination of the data gathered, and from that make a determination of additional data needed to develop the model.

B. Determine data needs

The final model is envisioned to include hydrologic and hydraulic components. This will include channel flow (both manmade and natural), closed systems under roadways and connecting management facilities, and the basins which comprise connected management systems. Chatham County will provide access to LIDAR data which can be utilized to develop the cross sections for channel flow. This data may require some field survey confirmation in certain areas, such as where the Little Ogeechee crosses the S&O Canal. Chatham County will obtain and provide to the selected consultant the as-built or design plans for storm water management systems to be incorporated into the model, including connecting pipes, outfall pipes/weirs, and control structures. Only those items which have been completed or are under construction shall be included in the model. The consultant shall assess all of the available information and make a determination of what other information is needed to delineate drainage sub-basins and define restrictions such as roadway crossings, which shall include field surveys.

C. Compile existing conditions information

The consultant shall obtain all necessary field data and request additional design plans as needed. The consultant shall then gather all this information together for use in model development.

D. Develop base model

The consultant shall enter all of the hydrologic and hydraulic information into the software to create a base model of existing conditions. The boundary condition at U. S. 17 shall be a normal tidal cycle provided by the County. The consultant shall run the completed program and adjust as needed to remove any errors or warnings.

E. Calibrate model

Once the completed model is functional it shall be calibrated to allow the model to replicate observed conditions within reasonable limits. Chatham County and partners have worked with Georgia Tech to implement the Smart Sea Level Sensor program throughout the county. This project has been tracking and recording water levels at certain locations, none of which are located in this basin. As part of the study, the consultant, in cooperation with the County and partners, shall facilitate the installation of 7 combination rainfall/ water level sensors at locations shown on the accompanying map, the cost of which shall be included in the overall fee for the project. After data has been gathered for several rainfall events, the rainfall information will be reduced to a rainfall distribution for each and entered into the model. The model will then be run for these distributions and the predicted water surface elevations compared to those

recorded. If substantially different, the consultant, using engineering judgement, shall adjust the hydrologic and/ or hydraulic components, re-run the model, and compare the results. This process shall be repeated until projected and observed water surface elevations are within reasonable agreement.

F. Identify problem areas

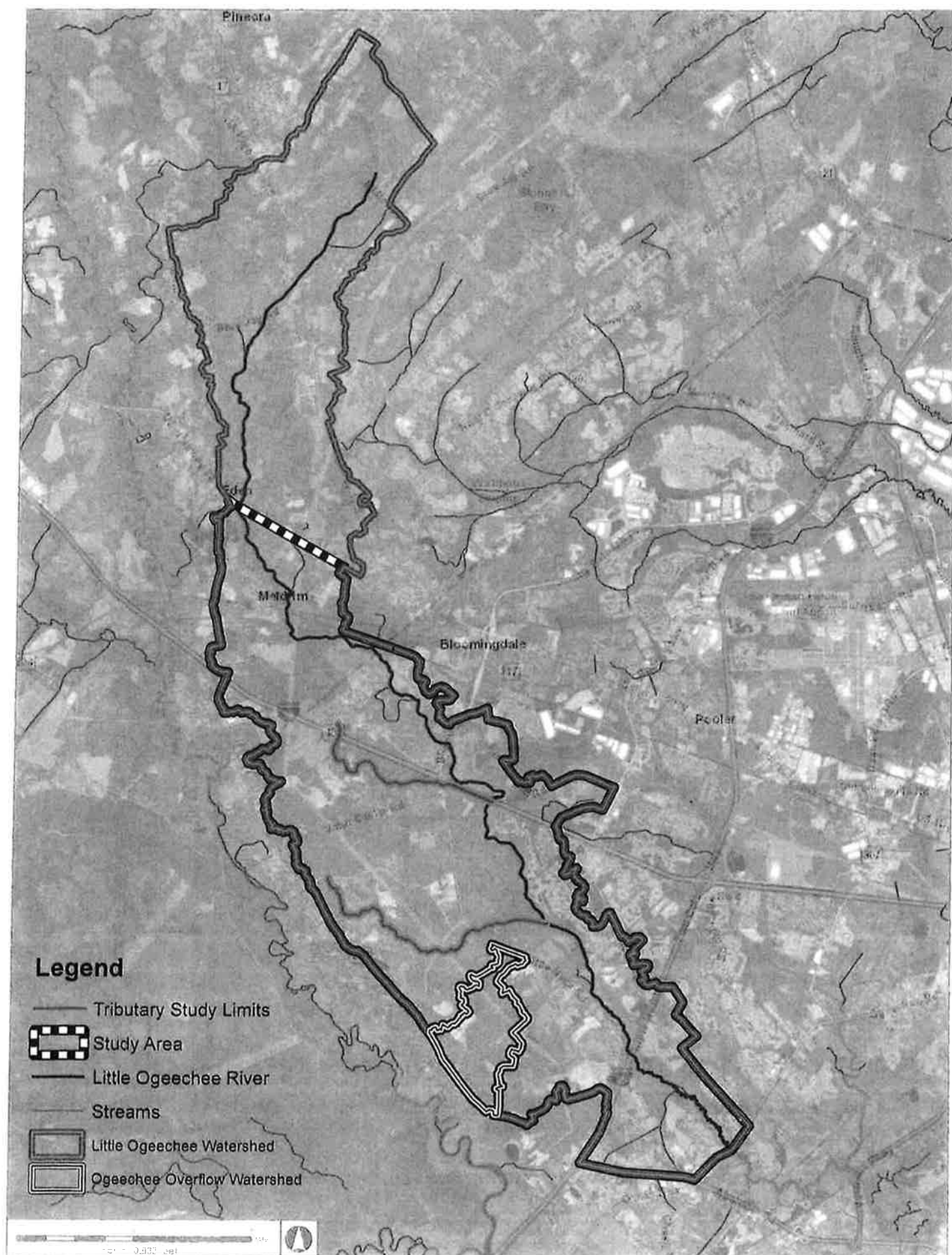
Once the model is calibrated, the consultant shall run it for the 2 year, 25 year, 50 year and 100 year design storms. The water surface elevations at each node and the discharge rate in each reach shall be tabulated. This information will then be utilized to determine locations where water surface elevations are high enough to cause concerns over land flooding and roadway overtopping. The consultant shall provide an interim report to the County containing this data and conclusions, and shall meet with the County following their review for discussion and concurrence.

G. Develop improvement plan

If problem areas are identified, the consultant shall develop a plan of improvements needed to reduce or alleviate the deficiencies. This may include channel/ roadway crossing improvements, additional storage (by expanding existing ponds or adding new detention basins) or diversions to adjacent watersheds with adequate capacity. The basis for improvements shall be the 50 year storm, but the impacts for the other listed storms shall be considered. The consultant shall develop conceptual plans for each improvement (generally linework on aerial mapping) and concept level construction cost estimates for each proposed improvement. The consultant shall determine overall basin impacts for each individual improvement and for combinations of improvements, with the goal of determining the most beneficial combination of improvements and costs.

H. Submit final report

The consultant shall prepare a final report documenting all actions taken in the study, including input data and results, proposed improvements and costs, and a recommended plan of action developed in coordination with the County. The consultant shall also submit to the County the finished working model and shall assist the County with loading it into the County's version of the project software and ensuring that the loaded model performs adequately.



Existing Data Collection Summary Table					
Jurisdiction	Data Type	Data Collected	Suitability	Study Use	Remarks
City of Bloomingdale	Bloomingdale Comprehensive Plan	Zoning Map (September, 2015) (old)	No	None	2015 Bloomingdale Zoning Map (newer information is available)
		Bloomingdale Future Land Use Map (September 2015)	Yes	Future Land Use Hydrologic Parameters	-
	Approved Development Plans	Contact Bloomingdale	Yes	Land use Hydrologic Parameters	Contact Bloomingdale to Acquire Relevant Data; Waller Property and Ottawa Farms Included in Appendix B.
	Existing Zoning Map	Bloomingdale Zoning Map (June 2020)	Yes	Existing & Future Hydrologic Parameters	Current Bloomingdale Zoning Map
	Shapefiles	Stormwater Inventory Update (2020)	Marginal	Reference; Survey Quality Control/Quality Assurance	No vertical data was included with the stormwater inventory.
		Stormwater Inventory Database (2020)	Marginal	Reference; Survey QC/QA	Data includes horizontal locations of pipes, ditches, and catch basins. No vertical data available.
	Exhibit	Stormwater Inventory Outfalls (2020)	Marginal	Reference; Survey Quality Control/Quality Assurance	Identification of major outfalls
City of Savannah	Shapefiles	Stormwater GIS data (SAGIS)	Marginal	Reference Only; Survey Quality Control/Quality Assurance	Data includes horizontal locations and sizes of pipes, channels, and drainage structures. Limited vertical data is available. Included random elevations not considered suitable.
Effingham County	Shapefiles	Watershed Areas and Estimated Impervious Areas	Yes	Existing & Future Hydrological Parameters; Contributing Flows	Includes future impervious area of the Little Ogeechee watershed
		Hardin Canal Watershed	No	None	
		Effingham County Development Points (Last modified: April 2021)	Yes	Future Land Use Hydrologic Parameters	Permitted/under construction developments as of April 2021

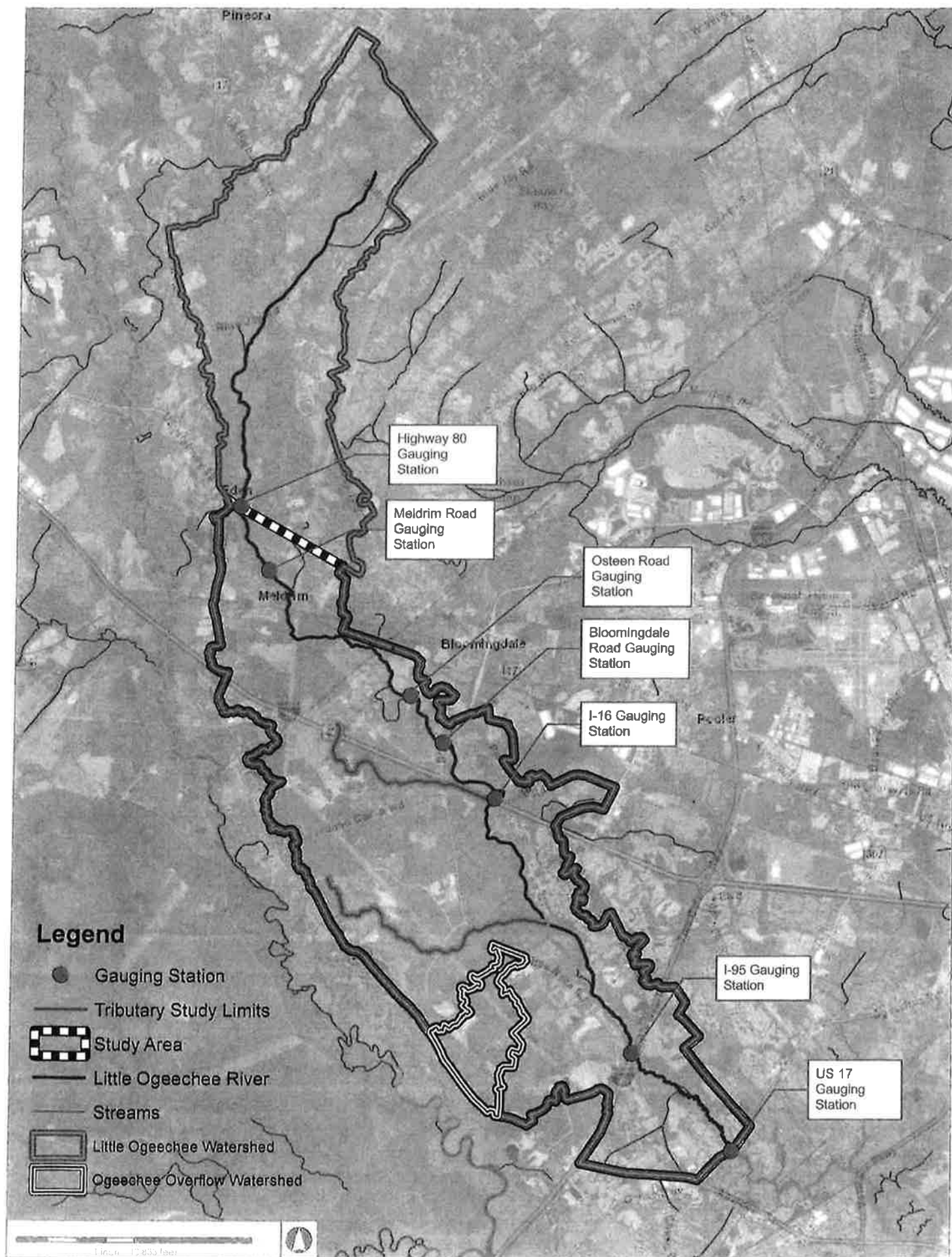
Existing Data Collection Summary Table					
Jurisdiction	Data Type	Data Collected	Suitability	Study Use	Remarks
Pooler	Historical Flooding	Historical Flooding Area Identification	Yes	Identification of Areas for Potential Improvements	Exhibit markup of areas with historical flooding; Pipe Crossing under I-16
USACE	None	-	-	-	-
Georgia Department of Transportation	GIS Data	Drainage Inventory, Chatham & Effingham (March, 2021)	Marginal	Reference Only - Survey Quality Control/Quality Assurance	Pipe sizes, material, length, and horizontal locations. No vertical data provided.
	Channel/ Ditch Design Plans	Jimmy Deloach Drainage (May, 2017)	Yes	Watershed Delineation	Jimmy Deloach/Little Ogeechee River roadside swales
		Hardin Canal Crossing (May, 2017)	No	None	Jimmy Deloach/Harden Canal Crossing. Outside watershed extents.
	Correspondence	Highway 80 (May, 2013)	No	None	GDOT Interdepartmental correspondence
		Jimmy Deloach Parkway Extension Value Engineering Study Report (March, 2010)	No	None	-
		Jimmy Deloach Parkway Extension GDOT Records (December, 2014)	No	None	-
		Blue Jay Road Interdepartmental Correspondence, Addition To Lump Sum Added In 2017, Interoffice Memo (2014-2016)	No	None	-
		Highway 80 Interdepartmental Correspondence, Addition To Lump Sum Added In 2017, Interoffice Memo, Boring Report, (May, 2010)	No	None	-
		GDOT Response (February 2021)	No	None	-

Existing Data Collection Summary Table					
Jurisdiction	Data Type	Data Collected	Suitability	Study Use	Remarks
Georgia Department of Transportation	Design Plans	Jimmy Deloach Parkway Extension (April 2017)	No	Hydraulic Routing – Box Culvert Details	-
		I-16 x I-95 (1977)	No	None	The age of the design plans makes data unreliable for use in a watershed study.
		Blue Jay Road x GA HWY 17 (August 2020)	No	None - Reference	Outside of detailed study area.
		I-16 Macon-Savannah (1963)	No	None	The age of the design plans makes data unreliable for use in a watershed study.
		Morgan Bridge- Old River Road (1970)	No	None	The age of the design plans makes data unreliable for use in a watershed study.
		I-16 Proposed RW (1962)	No	None	The age of the design plans makes data unreliable for use in a watershed study.
	GIS Data	Bridge Data, Chatham & Effingham (March 2021)	Marginal	Reference	GDOT bridge latitude/longitude. Can be used to make shapefile.
	Correspondence	I-16 Little Ogeechee River Crossing (1963)	No	None	The age of the design plans makes data unreliable for use in a watershed study.
		Jimmy Deloach Wetland Crossing A (May 2017)	Yes	Hydraulic Routing - Culvert	Jimmy Deloach/Little Ogeechee Wetland Culvert Crossing
		Jimmy Deloach Parkway Extension Bridge Notes, Plans and Details (December 2016)	Yes	Hydraulic Routing - Bridge	Jimmy Deloach/Little Ogeechee River Bridge Crossing
		Jimmy Deloach Parkway Extension Little Ogeechee River Crossing (May 2017)	Yes	Hydraulic Routing - Culvert	Jimmy Deloach/Little Ogeechee Wetland Culvert Crossing near I-16
		Jimmy Deloach Parkway Extension Mainline Plan and Profile (May 2017)	Yes	Hydraulic Routing - Bridge	Jimmy Deloach/Little Ogeechee River Bridge Crossing

Existing Data Collection Summary Table					
Jurisdiction	Data Type	Data Collected	Suitability	Study Use	Remarks
Miscellaneous Data	Little Ogeechee Watershed Drainage Studies	ECIDA I-16 North & South Stormwater Masterplan	Yes	External Inflow into the West Chatham Regional Watershed Study	2018 T&H Study – Obtain Full Report from Private Client
		SEDA Industrial Park	Yes	External Inflow into the West Chatham Regional Watershed Study	2018 T&H Study – Obtain Full Report from Private Client
		New Hampstead Stormwater Masterplan	Yes	External Inflow into the West Chatham Regional Watershed Study	2021 T&H Study - Obtain Full Report from Private Client
		MF-5 Residential	Yes	External Inflow into the West Chatham Regional Watershed Study	2021 T&H Study - Obtain Full Report from Private Client
		Little Ogeechee River FEMA Study	No	None	Kimley-Horn Study
		Hardin Canal Drainage Study	Yes	Watershed Delineation	2016 T&H Study - Obtain Chatham County
		Ogeechee River - New Hampstead Flood Impact Study	Yes	External Inflow into the West Chatham Regional Watershed Study	2019 T&H Study - Obtain Full Report from Private Client
		The Pinehills at New Hampstead BFE Rise Analysis	Yes	External Inflow into the West Chatham Regional Watershed Study	2019 T&H Study - Obtain Full Report from Private Client
		The Pinehills at New Hampstead Phase 1	Yes	External Inflow into the West Chatham Regional Watershed Study	2019 T&H Study - Obtain Full Report from Private Client
		The Pinehills at New Hampstead Phase 2	Yes	External Inflow into the West Chatham Regional Watershed Study	2019 T&H Study - Obtain Full Report from Private Client
		The Pinehills at New Hampstead Phase 3 and 4	Yes	External Inflow into the West Chatham Regional Watershed Study	2019 T&H Study - Obtain Full Report from Private Client
		The Pinehills at New Hampstead Phase 5	Yes	External Inflow into the West Chatham Regional Watershed Study	2021 T&H Study - Obtain Full Report from Private Client

Existing Data Collection Summary Table					
Jurisdiction	Data Type	Data Collected	Suitability	Study Use	Remarks
FEMA	Flood Insurance Studies – Little Ogeechee	Upstream of I-16 to County Boundary	Marginal	Need to Obtain Models from FEMA – Hydraulic Routing/Crossings	2012 – Possibly Outdate
		GA 204 to Upstream of I-16	No	Need to Obtain Models from FEMA – Hydraulic Routing/Crossings	1979, 1984 - Outdated
		Little Neck Road to 3,100 Feet Upstream of Middle Landing Road	Marginal	Need to Obtain Models from FEMA – Hydraulic Routing/Crossings	2007 – Study by Kimley Horn
NOAA	*LiDAR Topographic Data	2009 Chatham County	Yes	Overbank topography	https://coast.noaa.gov/digitalcoast/data/
		2009 Effingham County	Yes	Overbank topography	https://coast.noaa.gov/digitalcoast/data/

*Updated LiDAR Topographic Elevation Data is anticipated to be distributed by 9/30/2021 through the USGS 3DEP program. Distribution date may be delayed.



ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE ****DRUG-FREE WORKPLACE****, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

(CONTRACTOR)
certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **West Chatham Regional Watershed Study** (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), _____
Name
_____, _____
Title Bidder Name of

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project procurement **West Chatham Regional Watershed Study** hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

B-1

ATTACHMENT C

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

By executing this affidavit, the undersigned consultant 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 on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned consultant will continue to use the federal work authorization program throughout the contract period and the undersigned consultant will contract for the physical performance of services in satisfaction of such contract only with subconsultants who present an affidavit to the consultant with the information required by O.C.G.A. § 13-10-91(b). Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Consultant

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT D

Sub-consultant Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned sub-consultant 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 (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-consultant will continue to use the federal work authorization program throughout the contract period and the undersigned sub-consultant will contract for the physical performance of services in satisfaction of such contract only with sub-consultants who present an affidavit to the sub-consultants tractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-sub-consultant to the consultant within five business days of receipt. If the undersigned subcontractor receives notice that a sub-consultant has received an affidavit from any other contracted sub-sub-consultant, the undersigned sub-consultant must forward, within five business days of receipt, a copy of the notice to the consultant. Sub-consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-consultant

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E

***Systematic Alien Verification for Entitlements (SAVE)
Affidavit Verifying Status for Chatham County Benefit
Application***

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

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 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:

ATTACHMENT F

CHATHAM COUNTY, GEORGIA

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification - the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT Mod. CC P & C 6/2005

ATTACHMENT G

DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____ Title & Authority
Name of individual

of _____, declare under oath that

Company Name _____

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

**ATTACHMENT H
AFFIDAVIT REGARDING LOBBYING**

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder /Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

My Commission Expires:

My Commission expires:

Resident State: _____

ATTACHMENT I

GOOD FAITH EFFORT GUIDELINES FOR LOCAL & M/WBE PARTICIPATION

1. When, the County, establish a contract goal, a bidder/proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by M/WBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve an M/WBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient M/WBE participation, even if they were not fully successful.

2. In any situation in which the County requires a bidder/proposer to use the good faith efforts mechanism of this rule shall apply. It is up to the County to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain M/WBE participation sufficient to meet the M/WBE contract goal. Mere pro forma efforts are not good faith efforts to meet the M/WBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call, meeting quantitative formulas is not required.

3. The rule also strongly cautions County officials against requiring that a bidder/proposer meet a contract goal (i.e., obtain a specified amount of M/WBE participation) in order to be awarded a contract, even though the bidder/proposer makes an adequate good faith efforts showing. This rule specifically prohibits County officials from ignoring bona fide good faith efforts.

4. The following is a list of types of actions which the County should consider as part of the bidder/proposer's good faith efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid/pre-proposal meetings, advertising and/or written notices) the interest of all certified M/WBEs who have the

capability to perform the work of the contract. The bidder/proposer should solicit this interest within sufficient time to allow the M/WBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the M/WBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate M/WBE participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.

C. Providing interested M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested M/WBEs. It is the prime's responsibility to make a portion of the work available to M/WBE subcontractors/sub-consultants and suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and suppliers, so as to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including M/WBE sub-contractors/sub-consultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract M/WBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor/consultant to perform the work of a contract with its own organization does not relieve the bidder/consultant of the responsibility to make good faith efforts. Prime contractors/consultants are not, however, required to accept higher quotes from M/WBEs if the price difference is excessive or unreasonable.

E. Not rejecting M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor/consultant.

G. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of M/WBEs.

5. In determining whether a bidder/proposer has made good faith efforts, County officials may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder/proposer could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average M/WBE participation obtained by other bidders/proposers, County officials may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

NAME / TITLE

SIGNATURE

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LEGAL NOTICE

CC NO. 168584

REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 P.M. on MARCH 9, 2022** in **Chatham County Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA.** for: **RFP 22-0017-4 WEST CHATHAM REGIONAL WATERSHED STUDY**

DUE TO THE CURRENT PANDEMIC, AN AUDIO ONLY PRE-PROPOSAL CONFERENCE will be held at **10:00 A.M. FEBRUARY 23, 2022.** **Contact information is listed in the RFP.**

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site_ <http://purchasing.chathamcounty.org> ,or by calling Robert Marshall, Senior Procurement Specialist, at (912) 790-1622.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL PROPOSALS AND TO WAIVE ALL FORMALITIES.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL PROPOSERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"


MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH N/P INSERT: Feb.4, 2022

Please send affidavit to:
Chatham County Purchasing and Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, GA 31406
912-790-1622