



CITY OF CHATTAHOOCHEE HILLS REQUEST FOR PROPOSAL (THIS IS NOT AN ORDER)

RFP Number: 09-001	RFP Title: Engineering Services
RFP Due Date and Time: August 14, 2009, 12:00 PM (noon) Local Time	Number of Pages: 21

ISSUING DEPARTMENT INFORMATION

Procurement Officer: Kyle Jones	Issue Date: June 15, 2009
City of Chattahoochee Hills 6505 Rico Rd. Suite A Palmetto, GA 30268	Phone: 404-354-5354 Fax: 770-463-8550 Website: www.chatthillsgaus

INSTRUCTIONS TO OFFERORS

Return Proposal to: City of Chattahoochee Hills 6505 Rico Rd. Suite A Palmetto, GA 30268 Attn: Finance Dept – RFP Enclosed	Mark Face of Envelope/Package: RFP Number: 09-001 RFP Due Date: August 14, 2009, 12:00 PM (noon) Local Time
	Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

TABLE OF CONTENTS

	<u>PAGE</u>
Offeror's RFP Checklist	3
Disclosure Form	4
Schedule of Events	5
Section 1: Project Overview and Instructions	6
Section 2: RFP Standard Information.....	9
Section 3: Scope of Project.....	12
Section 4: Offeror Qualifications	17
Section 5: Evaluation Criteria	18
Section 6: Standard Contract Information	19

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Chattahoochee Hills

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the City website for RFP addenda.** Before submitting your response, check the City website at www.chatthillsga.us to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.



CITY OF CHATAHOOCHEE HILLS

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Chattahoochee Hills officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the City of Chattahoochee Hills Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Chattahoochee Hills Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Chattahoochee Hills and your relation:

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date	June 15, 2009
Pre-Proposal Conference (Optional but recommended)	July 21, 2009 (2:00 p.m.)
Deadline for Receipt of Written Questions	July 24, 2009 (5:00 p.m.)
Deadline for Posting Answers to the City's Website	July 28, 2009 (5:00 p.m.)
RFP Response Due Date.....	August 14, 2009 (12:00 p.m.)
Notification of Offeror Interviews/Product Demonstrations	August 21, 2009
Offeror Interviews/Product Demonstrations	August 31, 2009
Intended Date for Contract Award	October 6, 2009

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The City of Chattahoochee Hills (hereinafter referred to as "the City") invites you to submit a proposal for **Engineering Services**. The anticipated term of the contract is from October 6, 2009 until September 30, 2010, awarded in increments of one year terms up to three additional years. A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of Kyle Jones**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Kyle Jones, Procurement Coordinator**
Address: **6505 Rico Rd., Suite A, Palmetto, GA 30268**
Telephone Number: **404-354-5354**
Fax Number: **678-242-2499**
E-mail Address: **kyle.jones@chatthillsga.us**

1.2 REQUIRED REVIEW

1.2.1 Review RFP. Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

1.2.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **July 24, 2009 5:00 p.m.** Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.2.3 City's Answers. The City will provide an official written answer to all received questions by **July 28, 2009 5:00 p.m.** The City's response will be by formal written addendum **attached in an e-mail form to all interested consulting firms that provide e-mail addresses and on the City's website**. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted on the City of Chattahoochee Hill's website alongside the posting of the RFP at www.chatthillsga.us by the close of business on the date listed. **Offerors must sign and return any addendum with their RFP response.**

1.2.4 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements. The City will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3 PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal Conference will be conducted at **Chattahoochee Hills City Hall in the City Council Chambers** on **July 21, 2009 at 2:00 PM**. Offerors may use this opportunity to ask clarifying questions or obtain a better understanding of the project or to notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City. If the firm cannot attend the scheduled pre-proposal conference, they are to contact Kyle Jones at 404-354-5354 to schedule an alternative coordination meeting date and time, though it is encouraged to attend the July 20th session at City Hall.

1.4 SUBMITTING A PROPOSAL

1.4.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

1.4.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.4.4 Price Sheets. Offerors *must* respond to this RFP by submitting a price sheet displaying a line item break down of each associated cost. Offeror will also include all deliverable costs as part of their overall process. These price sheets will be used as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.4.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit one (1) original proposal and seven (7) copies to the City of Chattahoochee Hills Finance Department. ***Proposals must be received at the receptionist's desk prior to 12:00 PM (noon), local time, August 14, 2009.***

1.4.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.5 OFFEROR'S CERTIFICATION

1.5.1 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.2 Offerors Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Chattahoochee Hills from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.3 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 City Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal.

1.6.2 All Timely Submitted Materials Become City Property. All materials submitted in response to this RFP become the property of the City of Chattahoochee Hills and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of the City of Chattahoochee Hills. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Chattahoochee Hills; (3) any company financial information requested by the City of Chattahoochee Hills to determine vendor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-

responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Chattahoochee Hills, Georgia to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.6 Best and Final Offer. The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP.

2.3.7 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the finance director that contains the justification and rationale for its decision. The finance director and procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluation committee's recommendation.

2.3.8 Request for Documents Notice. Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the City's intent to begin contract negotiation with the highest scoring offeror.

2.3.9 Contract Negotiation. Upon issuance of the "Request for Documents Notice," the procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.10 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation. A formal contract will be executed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Chattahoochee Hills to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT

REQUEST FOR PROPOSALS Engineering Plan Review and Construction Inspection Services Issued: June 15, 2009

Invitation to Consultants

The City of Chattahoochee Hills Georgia is seeking qualified bidders to submit bids to provide full-service administration of the Engineering department and conduct professional construction plan review and inspection services for residential and commercial developments and projects on an on-call basis. All work performed must comply with approved governmental permit procedures and all applicable ordinances.

The proposals shall include the following information and follow this organization:

1. A cover letter which expresses an understanding of the professional consultant's duties.
2. Description of the consultant firm, its team and its organization, including an organizational chart. Include a contact name, address, phone number, fax number and email address. The person listed shall be the primary contact.
3. Brief profiles of the team members, including relevant certifications and experience. Include addresses from which the team members will be dispatched.
4. A proposed scope of services including a description of work to be performed, proposed fee structures and guaranteed turn-around times for plan/plat reviews, inspections and re-inspections as well as initial response time when called for service. The price quoted shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this request for proposal.
5. Proof of liability and professional insurance information - The firm shall provide proof of all liability, workers' compensation, and other professional insurance necessary to hold the city free of liability for any and all actions of the bidder and/or his/her employees in the performance of their duties.
6. A list of current clients for which the firm organization or any member of its team has provided construction inspection or plan/plat review services within the last 24 months.
7. Provide a brief discussion of any litigation for which the organization has been involved within the previous five years.
8. Provide a brief discussion of any potential conflict of interest for the firm or its team members should it be selected to provide services for the city. Detail how the firm or its team members will handle these and future conflicts of interest.
9. The entire written proposal shall be no more than 30 pages in length, printed on one-side only in a font not smaller than 11 point.

Project Background

The City of Chattahoochee Hills currently utilizes an agreement with CH2M Hill for the performance of development plan/plat reviews, issuance of Land Disturbance permits and construction inspections. Applicants pay fees based on a fee schedule adopted by the city. The city authorizes all work within the city limits through a permit authorization process. Below is the permit activity since the city's incorporation and a copy of the current fee schedule is attached for review.

Since the city's incorporation on December 1 2007, plan review has been minimal. To date, approximately 3 plats have been reviewed and approved, no Land Disturbance Permits have been received or approved, field inspection occurs on a routine basis of less than 10 sites in various stages of completion/abandonment.

Scope of Work

The following information should be considered in putting together a proposal for the requested services:

The private firm will review plans, issue permits, approve plats and inspect the construction of residential and commercial developments and assure compliance with all adopted city, state and federal regulations. The firm will interpret legal requirements and recommend compliance procedures to contractors, applicants, craft workers and owners. The firm will report directly to the city manager.

The private firm may be asked to conduct surveys of existing developments to determine lack of prescribed maintenance, code violations or hazardous conditions.

The private firm will enforce a variety of zoning and construction codes as set forth by the State of Georgia and local ordinances and will be expected to issue stop-work notices for non-conforming activities. The firm will be responsible for maintaining records. The firm will not be responsible for building permitting, building plan review or building inspection.

The private firm will demonstrate experience and applied knowledge in the technical aspects of plan/plat reviews, and construction inspection and reporting procedures, codes and city ordinances, as well as regulations and guidelines prepared by state and federal agencies relative to the City's development and permitting requirements.

The private firm will demonstrate experience and applied knowledge in the aspects of plan\plat review and construction inspections related to commercial and residential developments.

The private firm will observe safety and security procedures and immediately report potentially unsafe conditions.

When requested, the firm will participate in the development and implementation of goals, objectives, policies and priorities for the city as well as recommend and implement policies and procedures.

The firm shall be responsible for all losses, damages or injuries that occur as a result of his fault or negligence, as well as those losses, damages or injuries resulting from acts of his employees.

The bidder shall carry a minimum of \$1,000,000 coverage for general liability, a minimum of \$500,000 coverage for vehicle liability and Workers' Compensation Insurance in accordance with State of Georgia Workers' Compensation Laws.

The Contractor(s) shall list any additional insurance coverage it secures and shall provide the City of Chattahoochee Hills Georgia as an additional insured on each of its insurance policies. The firm shall immediately and directly notify the city of any changes in insurance policies.

Chattahoochee Hills Georgia Community Development Fee Schedule

Fees for Land Disturbance Permits				
Review Fees				
		Cost / Unit	Units	Total
Concept Plans				
	Residential	\$350.00 + \$5.00 / lot		
	Commercial	\$350.00 + \$5.00 / acre		
LDP				
	Residential	\$350.00 + \$20.00 / lot		
	Commercial	\$350.00 + \$20.00 / acre		
Final Plat		\$350.00 + \$5.00 / lot		
Minor Subdivision		\$350.00		
Subtotal				
The above fees are paid for a maximum of three reviews; revisions and subsequent reviews will require 50% of the original fee, with a minimum of \$350.00				
Permit Fees				
Clearing and Grubbing				
		\$350.00 administrative fee in addition to the applicable fees below		
Land Development				
	Inspection			
	Road Vert. & Sect	\$16.00 / ln. ft		
	Curb and Gutter	\$6.50 / ln. ft		
	Base and Paving	\$25.00 / ln. ft		
	Commercial Driveway	\$.75 / sq. ft.		
	Storm Drainage	\$20.00 / ln. ft		
	Wastewater	\$22.00 / ln. ft.		
	Water Main	\$16.00 / ln. ft		
	Sidewalk	\$2.00/sq. ft.		
			Est. Const. Cost	
			LDP Cost	
	Administrative Fee	\$25.00		
	Erosion Control			
	Residential	\$200.00 / lot		
	Other	\$700.00 / acre		
	Permit Fees			
	Str Name Mkrs/Intersection	\$75.00 / intersection		
	Traffic Signs / Intersection	\$65.00 / intersection		
	Microfilming Fees			
	Standard Plan Sheet(s) @	\$2.00 / sheet		
	8.5" x 11" sheet(s)	\$.25 / sheet		
	Land Disturbance Permit	\$125.00		
	Other Related Fees			
	Health Department			
	Fire Department Review			
	Gas Monument Fees			
Subtotal				

Chattahoochee Hills Georgia
Community Development Fee Schedule

Fees for Land Disturbance Permits	
Valuation	Fee
\$1 to \$5,000	\$300.00
\$5,001 to \$20,000	\$300 for the first \$5,000 and \$150 for each additional \$1,000, or fraction thereof
\$20,000 to \$100,000	\$2,550 for the first \$20,000 and \$100 for each additional \$1,000, or fraction thereof
\$100,000 to \$250,000	\$10,550 for the first \$100,000 and \$50 for each additional \$1,000, or fraction thereof
\$250,001 to \$500,000	\$18,050 for the first \$250,000 and \$25 for each additional \$1,000, or fraction thereof
\$500,001 to \$1,000,000	\$24,300 for the first \$500,000 and \$15 for each additional \$1,000, or fraction thereof
\$1,000,001 and up	\$31,800 for the first \$1,000,000 and \$10 for each additional \$1,000, or fraction thereof
TOTAL	

SECTION 4: OFFEROR QUALIFICATIONS

4.0 CITY'S RIGHT TO INVESTIGATE

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. **(Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)**

4.1.1 References. Offeror shall provide a minimum of **three (3)** references that are using services of the type proposed in this RFP. The references may include any government or universities where the offeror, preferably within the last **five (5)** years, has successfully implemented and managed a comprehensive plan review and inspection program. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract. Offeror should specify how long it has been in the business of providing these services and under what company name.

4.1.3 Method of Providing Services. Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.

SECTION 5: EVALUATION CRITERIA

5.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

Evaluation Criteria

The City of Chattahoochee Hills will review all proposals based on the merit of the proposal methodology utilizing a points system to evaluate the preferred consulting firm(s) for the contract. The evaluation criteria will include but not be limited to the following assessments in the overall selection process:

- Avoidance of personal and organizational conflicts of interest.
- Past record of performance in the provision of similar services, including such factors as a control of cost, quality of work, and ability to meet schedules.
- Previous documented work experience in local government plan review and construction inspection services as a prime consultant on the project(s). Include examples of previous work undertaken.
- Project organization and management, including staffing, management control and subcontractor utilization.
- Qualifications and utilization of the firm's employees assigned to the provision of these services, including previous work experience, technical management experience, education and training and state certifications. In addition to project specific experience, the City will take into account any consultant experience in providing general municipal engineering in a support capacity (to other various government agencies).
- Analysis of hourly rates and other costs for the services proposed.
- Firm's ability to provide full spectrum of engineering services.
- Geographical location in relation to the City of Chattahoochee Hills.

LINKS

City of Chattahoochee Hills

www.chatthillsga.us

SECTION 6: STANDARD CONTRACT INFORMATION

6.0 STANDARD TERMS AND CONDITIONS

The City's standard terms and conditions will be published as Appendix A. Offerors should notify the City of any terms within the standard terms and conditions that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the offeror's RFP response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to address any non-material, minor, insubstantial exceptions to the standard terms and conditions with the highest scoring offeror at the time of contract negotiation.

6.1 STANDARD CONTRACT

The City's standard contract will be published as Appendix B. Offerors should notify the City of any terms within the standard contract that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the offeror's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring offeror at the time of contract negotiation.

6.2 ADDITIONAL CONTRACT PROVISIONS AND TERMS

This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City's standard contract contains the contract terms and conditions which will form the basis of any contract negotiated between the City and the highest scoring offeror. The contract language contained in Appendix B does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

6.3 CONTRACT TERM

The initial contract term will be from October 6, 2009 until September 30, 2010 with the option to renew each year for a one year terms for up to three additional years.

6.4 SUBCONTRACTORS

The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

6.5 GENERAL INSURANCE REQUIREMENTS

6.5.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

6.5.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

6.6 COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

6.7 INTELLECTUAL PROPERTY

All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the City for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

Section 7.10 is optional, but usually advisable. Agency may choose to accept all forms of security or limit the security to surety bonds only. See following alternate Section 7.11 for Surety Bond Only language.

6.8 CONTRACT TERMINATION

The following three termination provisions are presented as options for Section 6.8.1. The first is a "Termination for Cause," the second is a "Termination for Cause" with a notice to cure option, and the third is a "Termination of Convenience." In deciding which provision to use, consideration should be given to the circumstances of each individual contract.

6.8.1 The City may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

OR

6.8.1 The City may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than ten (10) business days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

OR

6.8.1 The City may, by written notice to the Contractor, terminate this contract without cause. The City must give notice of termination to the Contractor at least ten (10) business days prior to the effective date of termination.

The City, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason.

6.9 CONTRACTOR PERFORMANCE ASSESSMENTS

The City may do assessments of the Contractor's performance. This contract may be cancelled for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The City will make any final decision to cancel this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract cancellation. Performance assessments may be considered in future solicitations.