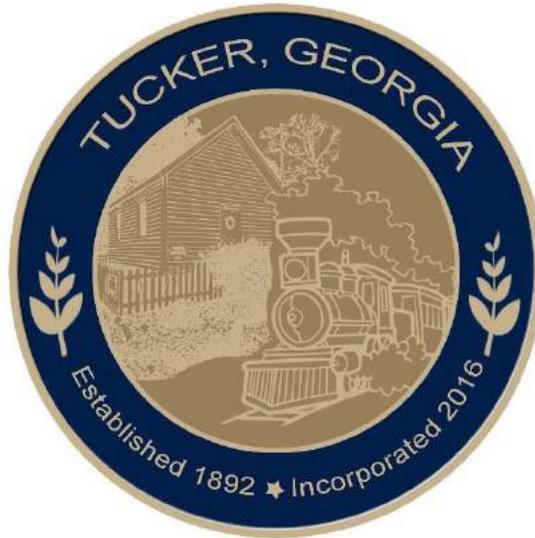


City of Tucker

Request for Qualifications

RFQ #2018-016

On-Call Professional Engineering Services



City of Tucker Request for Qualifications

Qualifications Due: Tuesday, July 10, 2018 @ 2:00PM EST

INVITATION

The City of Tucker is now accepting proposals for qualified professional service providers to provide On-Call Professional Engineering Services for the City of Tucker. Qualifications will be received **until 2:00 PM (EST) on Tuesday, July 10, 2018**, at the Tucker City Hall Annex located on 4228 First Ave., Suite 1, Tucker, Georgia 30084. Qualifications will be considered from any professional firm with experience and success in providing professional engineering services for local government.

SCOPE OF CONSULTANT SERVICES

Refer to Attachment A.

| Proposed Schedule | |
|--------------------------|----------------------------|
| Release of RFP | June 13, 2018 |
| Pre-Proposal Conference | June 28, 2018 @ 2:00 p.m. |
| Deadline for Questions | June 29, 2018 @ 10:00 a.m. |
| Responses Posted | July 2, 2018 |
| Deadline for Proposals | July 10, 2018 @ 2:00 p.m. |
| Award | July 23, 2018 |
| Notice to Proceed | July 27, 2018 |

Any questions should be submitted in writing to procurement@tuckerga.gov, reference RFQ #2018-016.

PRE-PROPOSAL CONFERENCE MEETING:

The City will hold a non-mandatory pre-bid meeting on June 28, 2018 at 2:00PM (EST) at:

**City Hall Annex
4228 First Avenue, Suite 1
Tucker, GA 30084**

Pre-Proposal Conference Call Attendee Procedure:

Call in Number: 470-273-3101

Conference Number: 190

Attendee Password: 2016

1.0 INTRODUCTION

The City of Tucker seeks design consulting firms to provide professional engineering and related services for an annual on-call professional services consulting agreement. Services provided under the on-call consulting agreement could be for the following categories:

1. Road Design Including Widening and Intersection Improvements
2. Survey, Including Subsurface Utility Engineering (SUE)
3. Hydrology
4. Construction Engineering & Inspection
5. Geotechnical Engineering and Materials Testing
6. Sidewalk/Trail Design
7. Traffic Studies, Including Intelligent Traffic System (ITS) and Traffic Signal Design
8. Landscape Design, Including Installation Oversight
9. Environmental Engineering

The City intends to select at least two firms for each category through the qualification based selection process, and intends to execute an on-call consulting agreements (with annual renewal options not to exceed 5 years) with the selected firms for services to be provided. The City will assign firms to selected areas of service with the expectation that a firm can be selected for more than one category of service. The City reserves the right to assign project task orders as the City desires to the selected firms. The selected consultants will work with and coordinate with the City of Tucker City Engineer throughout the life of the program. When a need for services arises, the service will be solicited from those firms for a competitive bid or if a sole source request, will employ the submitted hourly rate fee schedule (Appendix C). **Appendix C shall be submitted in a separate sealed** envelope. Selected firms will be expected to provide services in accordance with the project schedule established by the City of Tucker.

Firms shall not submit teams of different firms, but shall specifically state those qualifications that the firm can provide and for which category(s) the firm wishes to be considered. Firms shall indicate which category(s) in which to be considered by indicating on the table in Appendix A. **A submittal that includes a team of firms will not be considered.**

Project Oversight and Staffing

The successful offeror will report to Ken Hildebrandt P.E., City Engineer, at email: ken.hildebrandt@tucker.gov, phone:770-865-5645. Project status updates are mandatory, during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

2.0 RFQ STANDARD INFORMATION

2.1 Authority

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

2.2 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, Statement of Qualifications, 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.

2.3 Receipt of Statement of Qualifications and Public Inspection

2.3.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Statement of Qualifications 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 Tucker (3) any company financial information requested by the City of Tucker to determine Contractor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Statement of Qualifications.

Upon opening the Statement of Qualifications received in response to this RFQ, the procurement officer in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualifications.
- The Statement of Qualifications 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 Statement of Qualifications 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.

2.4 Classification and Evaluation of Statement of Qualifications

2.4.1 Initial Classification of Statement of Qualifications as Responsive or Non-responsive

All Statement of Qualifications will initially be classified as either “responsive” or “non-responsive”. Statement of Qualifications may be found non-responsive 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 RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

2.4.2 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.

2.4.3 Evaluation of Statement of Qualifications

All responsive Statement of Qualifications 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 RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

2.4.4 Completeness of Statement of Qualifications

Selection and award will be based on the offeror’s Statement of Qualifications and other items outlined in this RFQ. 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.

2.4.7 Evaluation Committee Recommendation

The evaluation committee will provide a written recommendation to reflect those contractors who met the evaluation criteria and are considered as pre-qualified to move forward into Phase II of the project. The procurement officer will review the

recommendation to ensure its compliance with the RFQ process and criteria before concurring in the evaluation committee's recommendation.

2.5 City's Rights Reserved

Issuance of the RFQ in no way constitutes a commitment by the City of Tucker 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 RFQ;
- reject any or all Statement of Qualifications received in response to this RFQ;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statement of Qualifications;
- 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 City funds are not available.

3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the Statement of Qualifications before further consideration will be given. Offeror must prepare and submit a response which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

3.1 Introduction.

The City of Tucker seeks design consulting firms to provide professional engineering and related services for an annual on-call professional services consulting agreement. Services provided under the on-call consulting agreement could be for the following categories:

- 1. Road Design Including Widening and Intersection Improvements**
- 2. Survey, Including Subsurface Utility Engineering (SUE)**
- 3. Hydrology**
- 4. Construction Engineering & Inspection**
- 5. Geotechnical Engineering and Materials Testing**
- 6. Sidewalk/Trail Design**
- 7. Traffic Studies, Including Intelligent Traffic System (ITS) and Traffic Signal Design**
- 8. Landscape Design, Including Installation Oversight**
- 9. Environmental Engineering**

The City intends to select at least two firms for each category through the qualification based selection process, and intends to execute an on-call consulting agreements (with annual renewal options not to exceed 5 years) with the selected firms for services to be provided. The City will assign firms to selected areas of service with the expectation that a firm can be selected for more than one category of service. The City reserves the right

to assign project task orders as the City desires to the selected firms. The selected consultants will work with and coordinate with the City of Tucker City Engineer throughout the life of the program. When a need for services arises, the service will be solicited from those firms for a competitive bid or if a sole source request, will employ the submitted hourly rate fee schedule (Appendix C). Selected firms will be expected to provide services in accordance with the project schedule established by the City of Tucker. Firms shall not submit teams of different firms, but shall specifically state those qualifications that the firm can provide and for which category(s) the firm wishes to be considered. **A submittal that includes a team of firms will not be considered.**

3.2 Background Information

Each successful consultant that is awarded an on-call consulting agreement by the City of Tucker will be forwarded selected project descriptions from time to time. Project descriptions may also be provided by the following phases but not limited to: Database, Concept, Preliminary Plans, Right of way Plans, and Final Plans and Miscellaneous services.

The firm will be requested to prepare and submit proposed scopes of services and fees to produce (in accordance with the on-call consulting agreement) project related documents or provide the requested services. The consultant's submittal package for each project shall include:

- A detailed description of the services to be provided,
- A milestone schedule for major tasks to be conducted by the consultant
- A list of deliverables to be provided by the consultant
- A proposed fee structure for the project.

The City will review each submittal and accept, reject, or negotiate a final scope and fee with the selected consultant. The City does not intend to issue a project description to more than one consultant with on-call agreements unless a final scope and fee cannot be negotiated with the first consultant. Upon acceptance of a final scope and fee for each project, the City will issue to the consultant a task order indicating acceptance of the project proposal and authorization to commence services in accordance with the on-call consulting agreement and the project proposal.

3.3 Scope of Services

3.3.1 Description of tasks

The scope and services for each project may vary. It is expected that certain projects may require specialized tasks to be performed by sub-consultants. The following list of services, while not an exhaustive list, is provided to demonstrate the types of services that may be requested from the selected design consultants;

- Road Design including widening, operational & safety, geometric, and intersection improvements
- Surveying including SUE

- Collection of traffic counts and preparation of traffic studies
- Traffic Signal and ITS design services
- Assisting with public information meetings
- Environmental/Historic/Cultural Resources studies
- Construction Engineering & Inspection Services
 - Resurfacing
 - Intersection Improvements
 - Major Road Construction
 - Sidewalk / Trail Construction
- Material Testing
- Environmental Impact Analyses
- Intersection Improvements including Roundabouts
- Design services performed in accordance with the GDOT Plan Development Process for State/Federal Grant (TE, HPP, STP or other) funded projects
- Roadway, sidewalk, multi-use trail design services
- Permitting services including Erosion, Sedimentation, and Pollution Control Plans, environmental permits (wetlands, state waters buffers, etc.),
- Streetscape/Landscape Architecture services
- Bridge/culvert and retaining wall design services
- Hydraulic and Hydrological Studies
- Geotechnical Studies (Bridge Foundation Investigation, Soil Survey)
- Bid Document Preparation and Bid Assistance
- Other services as authorized by the City of Tucker

3.3.2 General Information

1. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Statement of Qualifications (SOQ).
2. Projects identified as potential task orders have federal funds programmed and the schedules shall be set to match the proposed Atlanta Regional Commission's Transportation Improvement Program.
3. Firms are expected to be very knowledgeable about the Plan Development Process (PDP) and the Plan Presentation Guide (PPG) and to be proactive in meeting the requirements of the PDP with minimal oversight by City of Tucker.
4. Consultant must be pre-qualified for work with Georgia Department of Transportation for the related services.
5. City of Tucker will expect to liaison with a single project manager representing the prime consultant firm and the sub-consultants.
6. The City may select the best qualified consultant(s) based on the information received from interested firms as a result of this solicitation. If necessary, interviews will be held the week of July 16, 2018.

7. City of Tucker reserves the right to cancel any and all Request for Qualifications at any time when it is determined to be in the best interest of the City.
8. City of Tucker also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
9. City of Tucker strongly encourages the solicitation of interest from Disadvantaged Business Enterprises (DBE). Any selection made as a result of this notice will be made without regard to race, color, religion, sex, or national origin.
10. City of Tucker anticipates Lump Sum contracts based on the Hour Rate Cost Proposal to be awarded as a result of this advertisement.
11. Generally, the Department' position is **not** to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a **Pre-Award Debriefing** can be requested following Due Diligence. For these contracts, Pre-award debriefings would be provided after the announcement of the short-listed firms within the time period posted on the website. **All requests must be made and scheduled within this time frame. Any request outside of this time period will be accommodated only at the discretion and convenience of the Department's staff.**
12. It is the responsibility of all firms interested in submitting Statement of Qualifications (SOQs) for this advertisement to routinely check the posting on the website for any revisions to this RFQ.
13. Incomplete submittals will not be considered. Late submittals will not be accepted.

4.0 STATEMENT OF QUALIFICATIONS SUBMISSION AND EVALUATION

4.1 Process for Submitting Statement of Qualifications

4.1.1 Preparation of Statement of Qualifications

Each Statement of Qualifications should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Statement of Qualifications, the Offeror should reference these materials in the technical Statement of Qualifications, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

4.1.2 Packaging of Statement of Qualifications

The Offeror's proposal in response to this RFP must be divided into two appropriately labeled and sealed packages - a Technical Submission and a Financial Proposal.

The contents of each package will include:

1. Technical Submission
 - Proposal Certification
 - Technical Proposal, addressing all requirements in Section 3.0
2. Financial Proposal
 - The Offeror must use the Financial Proposal form
Do not include cost information in the Technical Proposal

Mark the outside of package as follows:

Name of Company
Phone Number and Point of Contact for Company
RFQ # 2018-016
Due date: June 28, 2018 @ 2:00 P.M. Eastern Time

4.1.3 Number of Statement of Qualifications Copies

1. Technical Statement of Qualifications
 - Five (5) originals (marked "Original")
 - One (1) copy on USB Flash Drive

4.1.4 Submission of Statement of Qualifications

Statement of Qualifications must be submitted to:

CITY OF TUCKER
Procurement Division
4228 First Avenue, Suite 1
Tucker, Ga. 30084
Attn: Procurement

Any Statement of Qualifications received after the due date and time will not be evaluated.

4.2 Evaluation Process

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. Separate evaluations will be conducted for each of the nine (9) categories. The City will accept submittals for a single category or for multiple categories. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine

the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

4.2.1 Administrative Review

The Statement of Qualifications will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Sealed Technical Submission of Statement of Qualifications
3. All required documents have been submitted
4. All documents requiring an original signature have been signed and are included

4.2.2 Mandatory Requirements Review

Statement of Qualifications which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Statement of Qualifications Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 75 points (75%) to be further evaluated.

Firms will be evaluated and rated based on the criteria below (listed by relative importance, in descending order):

1. Qualifications of Design Team (45%)

- Qualifications of the design team members.
 - Demonstrated experience and reputation of project manager in the management of similar type projects.
 - Knowledge of current design criteria (including FHWA Policies, AASHTO Guidelines, GDOT Design Policies, MUTCD, and other industry standards).
- Knowledge of GDOT Project Development Process
- Knowledge of current software adopted by Georgia Department of Transportation
- QA/QC procedures

2. Past experience of the Design Team (45%)

- Demonstrated experience with similar type of projects

- Demonstrated ability to complete multiple projects for municipal clients in a timely manner
- References

3. Pricing (10%)

- See Appendix C

References may be contacted to confirm the consultant's history of project performance. The final selection of consultants to support the City of Tucker for Professional Services will be made on the basis of qualifications and perceived ability to provide services.

4.2.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite Offerors to present their technical solution to the Technical Evaluation Team.

4.2.5 Submittal Requirements

Failure to meet these requirements will result in the Statement of Qualifications being determined “non-responsive” and the entire submittal will be rejected.

1. Submittals of firm information and qualifications should be no more than ten (10) pages single-sided, plus an additional two (2) pages for each category in which the firm is submitting, 8½” x 11” pages in length. The 10-page limit does not include the cover page, tab pages, and the Project Consideration Checklist pages. Any other supplemental information and pages outside the page limit will not be reviewed and will be considered as non-responsive to the page limit requirement.
2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), and joint venture partner information (if applicable). If the firm has branch offices, state which office will be performing the majority of the work.
3. Provide the following information for the last three (3) years: average and maximum number of permanent employees. Firms having offices other than the local office, this information should be listed for both the local office and the firm as a whole.
4. In table format and labeled TABLE 1, also for the last three (3) years, provide a brief description of all roadway design, survey, traffic studies, CEI services, or related projects completed (including construction costs). Include the name of the project owner, a contact name and telephone number, and where the work was performed.
5. In table format and labeled TABLE 2, provide:

- A list of all related contracts (projects) awarded to your firm for the last three (3) years including the current status of each project.
 - A list of all ongoing projects, personnel working on the projects, and their responsibilities.
6. One page of the SOQ shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11" x 17" in size. Additional information should not be added on this page. Note: This page is included in the 10-page limit for the submission.
 7. Provide the names of key personnel (Principal, Project Manager, Lead Engineer, Hydraulic Engineer (list experience with drainage software), Surveyor, Structural Engineer, QC/QA Engineer, etc.) who will perform the work. Personnel information should include professional registrations [type, number, and state(s) where registered], years of experience, years with firm, actual work performed by the individual and experience with drafting and design software to be used (name and version).
 8. The consultant's proposed project manager shall be identified.
 9. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.
 10. The consultants should provide the name of their insurance carrier and the current insurance limits
 11. The consultant should provide a minimum of five (5) references

4.3 Rejection of Statement of Qualifications/Cancellation of RFQ

The City reserves the right to reject any or all Statement of Qualifications, to waive any irregularity or informality in a Statement of Qualifications, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Statement of Qualifications **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this RFQ at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

4.4 City's Right to Investigate and Reject

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.

4.4.1 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.)

4.4.1.2 Resumes/Company Profile and Experience

Offeror shall specify how long the individual/company submitting the Statement of Qualifications has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of Statement 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.

4.4.1.4 Offeror Financial Stability

Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFQ, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

5.0 TERMS AND CONDITIONS

5.1 RFQ Amendments

The City reserves the right to amend this RFQ prior to the Statement of Qualifications due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and also the City's website at: www.tuckerga.gov Offerors are encouraged to check this website frequently.

5.2 Statement of Qualifications Withdrawal

A submitted Statement of Qualifications may be withdrawn prior to the due date by a written request to the Finance Manager. A request to withdraw a Statement of Qualifications must be signed by an authorized individual.

5.3 Cost for Preparing Statement of Qualifications

The cost for developing the Statement of Qualifications is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

5.4 Term

The term of this contract shall for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price

5.5 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

5.6 Conflict of Interest

If an Offeror has any existing client relationship that involves the City of Tucker, the Offeror must disclose each relationship.

5.7 Minority Business Policy

It is the policy of the City of Tucker that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Tucker encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

5.8 ADA Guidelines

The City of Tucker adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.9 Compliance with Laws

The Contractor will comply with all City, State of Georgia and Federal laws, rules, and regulations.

5.10 Governing Terms

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements,

confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

5.11 Indemnification

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors,, agents, and suppliers.

5.12 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.13 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

5.14 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Services, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the

reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.15 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venturer or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

5.16 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

5.17 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

5.18 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

5.19 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Statement of Qualifications, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

5.20 Special Stipulations

To the extent City attaches to this agreement any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

APPENDIX A
STATEMENT OF QUALIFICATIONS
(See Section 4.2.5)

Engineering Category
Submitted

- | | |
|--|-------|
| 1. Road Design Including Widening and Intersection Improvements | _____ |
| 2. Survey, Including Subsurface Utility Engineering (SUE) | _____ |
| 3. Hydrology | _____ |
| 4. Construction Engineering & Inspection | _____ |
| 5. Geotechnical Engineering and Materials Testing | _____ |
| 6. Sidewalk/Trail Design | _____ |
| 7. Traffic Studies, Including ITS and Traffic Signal Design | _____ |
| 8. Landscape Design, Including Installation Oversight | _____ |
| 9. Environmental Engineering | _____ |

* Indicate which category(s) your firm wishes to be considered by initialing in the space(s) above

APPENDIX B

SCHEDULE OF EVENTS RFQ #2018-016

| Event: | Date: |
|---|--|
| Release of RFQ | 6/13/2018 |
| Offerors' Conference | 6/28/2018 @ 2:00 PM |
| Offerors' Conference Location: | City of Tucker City Hall Annex 4228 First Avenue, Suite 1 Tucker, GA 30084 |
| *Submit via E-Mail Only to Purchasing Manager: procurement@tuckerga.gov | |
| Deadline for Written Questions | 6/29/2018 10:00 AM |
| Qualifications Due (Opening Date) | 7/10/2018 @ 2:00 PM |
| Qualifications are due to: | City of Tucker Purchasing Office Re: RFQ 2018-016 On Call Prof Engineering Services 4228 First Avenue, Suite 1 Tucker, GA 30084 |
| Tech Evaluation Complete | 7/20/2018 |
| Oral Presentations (On/about) | TBD |
| Contract Award (On/about) | 7/23/2018 |

APPENDIX C

RFQ # 2018-016

COST PROPOSAL

| | HOURLY RATES |
|------------------------|-------------------------|
| PRINICAL-IN-CHARGE | _____ |
| PROJECT MANAGER | _____ |
| SENIOR ENGINEER | _____ |
| ENGINEER | _____ |
| LANDSCAPE ARCHITECT | _____ |
| PROJECT ADMINISTRATOR | _____ |
| TECHNICIAN | _____ |
| 3-PERSON SURVEY CREW | _____ |
| SURVEY MANAGER | _____ |
| CONSTRUCTION INSPECTOR | _____ |
| CONST PROJECT MANAGER | _____ |
| CONSTRUCTION ASSISTANT | _____ |
| FIELD TECHNICIAN | _____ |
| LAB TESTING (PER TEST) | Add'l pricing list reqd |
| OTHER (SPECIFY) | Add'l pricing list reqd |

Where there is a reference in the RFQ to deliverables, submission requirements or other response and contract performance discussions, said discussion may not be all inclusive of all requirements in the RFQ. It is incumbent upon the contractor to read this entire RFQ carefully and respond to, and price, **all requirements** and ensure **“Total Contract Value for ALL Requirements”** above includes **all requirements**.

COMPANY NAME: _____

APPENDIX D
CONTRACT AGREEMENT
RFQ #2018-016
PROFESSIONAL SERVICES

This Agreement made and entered into this ___ day of _____, in the year 20____; by and between The City of Tucker, Georgia, having its principle place of business at 4119 Adrian Street, Tucker, Georgia and (“Contractor”) _____.

WHEREAS, the City of Tucker has caused Request for Qualifications Number (RFQ #2018-016) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected (“Contractor”) is required to provide the services as called for in the scope of services; and

WHEREAS, the Contractor submitted a response to the RFQ #2018-016; and

WHEREAS, the Contractor’s submittal was deemed by the City of Tucker to be the proposal determined to be most advantageous to the City; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFQ, a copy of which is attached hereto as Appendix “A” and incorporated herein and provide those Services as may additionally be specified in the Contractor’s Statement in accordance with the terms and conditions of this agreement. The specifications are hereby made a part of this agreement by reference.

2.0 Payment

The City shall pay the amount set out in the attached Item Schedule for services rendered hereunder. Payments shall be made individually by the City according to invoice, for each lot shipped.

3.0 Price

The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.

4.0 Term

The term of this contract shall be for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

5.0 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.0 Extension

If not set forth in the ITB and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Vendor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1.

The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.

Inasmuch as the City of Tucker and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

8.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1

Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

10.1

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Tucker shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

10.2

The City of Tucker may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

10.2.1

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Tucker of each occurrence.

10.2.2

After five (5) days written notice fails to:

- a) Maintain the required insurance, or;
- b) In any other manner to perform the requirements of the RFP.

11.0 Inclusion of Documents

RFQ #2018-016, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Contractor's submittal, the language in the former shall govern.

12.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

12.1 Federal Requirements.

12.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Tucker contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

1. Equal Employment Opportunity – The contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the contractor purchases ownership with grant support;
4. Copy rights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the contractor purchases ownership with grant support.
5. Access to books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

13.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Tucker's prior written consent.

14.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

15.0 Drug-Free and Smoke-Free Work Place

15.1

A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

15.2

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

15.3

The Contractor may be suspended, terminated, or debarred if it is determined that:

15.3.1

The Contractor has made false certification herein; or

15.3.2

The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

16.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Tucker all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Tucker pursuant hereto.

18.0 Reporting Requirement

Reports shall be submitted to the Issuing Officer on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

19.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

20.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

21.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable:) NONE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF TUCKER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

CITY OF TUCKER DISCLOSURE FORM: RFP#2018-016

**SERVICE PROVIDERS MUST RETURN THIS FORM WHICH WILL BE ADDED TO
SUBMITTED PROPOSAL**

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

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

Name of Service Providers _____

Name and the official position of the Tucker 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 Tucker Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Tucker and your relation:

Please complete and email to: procurement@tuckerga.gov