



**REQUEST FOR QUALIFICATIONS
(RFQ#) 20-029**

TS164 Windsor Parkway Sidewalk Project

**STATEMENTS OF QUALIFICATIONS DUE:
No later than October 16, 2019; 2:00 PM EST.**

Sealed Statement of Qualifications will be received no later than October 16, 2019; 2:00 p.m. The City of Sandy Springs will only accept online submissions for this RFQ through the Bonfire Portal <https://sandysprings.bonfirehub.com/projects/view/19394>.

Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

General Information:

1. All communications regarding this solicitation must be with the assigned Procurement Agent, Charise Glass, purchasing@sandyspringsga.gov.
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/19394>. Questions are due **no later than** October 4, 2019, 5:00 p.m. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at <https://sandysprings.bonfirehub.com/projects/view/19394>. It is the Offeror's responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.
4. The contractor must perform at least 51% of work, and must be Pre-qualified Prime Contractor listed by the Georgia Department of Transportation or equivalent certifications for the work of this project.
5. The form of contract ("Model Contract") the City intends to execute with the selected Offeror is included as Attachment B for your review.
6. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.
7. An Offeror's RFQ Checklist is provided for your convenience below. This checklist is provided for assistance only and should not be submitted with your proposal.

Table of Contents

QUALIFICATIONS LETTER AND CERTIFICATION	4
OFFEROR’S RFQ CHECKLIST	5
SCHEDULE OF EVENTS	6
SECTION 1: RFQ INSTRUCTIONS	7
1.1 SINGLE POINT OF CONTACT.....	7
1.2 REQUIRED REVIEW	7
1.2.1 REVIEW RFQ.....	7
1.2.2 ADDENDA	7
1.2.3 FORM OF QUESTIONS:.....	7
1.2.3 THE CITY OF SANDY SPRING’S ANSWERS	7
1.3 PRE-QUALIFICATION CONFERENCE	7
1.4.1 ORGANIZATION OF QUALIFICATION:	8
1.4.2 FAILURE TO COMPLY WITH INSTRUCTIONS:	8
1.4.3 MULTIPLE SOQS:.....	8
1.4.4 DEADLINE FOR RECEIPT OF SEALED QUALIFICATIONS:	8
1.4.5 <i>Late Submissions, Withdrawals, and Corrections</i>	8
1.5 OFFEROR’S CERTIFICATION.....	9
1.5.1 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS:	9
1.5.2 OFFEROR’S SIGNATURE:.....	9
1.5.3 OFFER IN EFFECT FOR 180 DAYS:	9
1.6 COST OF PREPARING A SOQ	9
1.6.1 SANDY SPRINGS NOT RESPONSIBLE FOR PREPARATION COSTS:	9
1.6.2 ALL TIMELY SUBMITTED MATERIALS BECOME SANDY SPRING’S PROPERTY:	9
SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS.....	9
2.1. AUTHORITY.....	9
2.2. RECEIPT OF BIDS AND PUBLIC INSPECTION.....	9
2.2.1 PUBLIC INFORMATION:	9
2.2.2 PROCUREMENT’S REVIEW OF SOQS:.....	10
2.3. CLASSIFICATION AND EVALUATION OF SOQS	11
2.3.1 INITIAL CLASSIFICATION OF SOQS AS RESPONSIVE OR NONRESPONSIVE:	11
2.3.2 DETERMINATION OF RESPONSIBILITY:	11
2.3.3 EVALUATION OF SOQS:.....	11
2.3.4 COMPLETENESS OF SOQS:	11
2.3.5 OPPORTUNITY FOR INTERVIEW, DISCUSSION/NEGOTIATION, AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION:	11
2.3.6 CONTRACT AWARD:.....	11
2.4. SANDY SPRING’S RIGHTS RESERVED	12
SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS	12
3.1 CITY’S INTENT	12
3.2 PROJECT MANAGER FOR CITY OF SANDY SPRINGS	13

3.3 NO LIMIT TO COMPETITION	13
SECTION 4: OFFEROR QUALIFICATIONS	14
4.1 CITY’S RIGHT TO INVESTIGATE	14
4.2 PREPARING STATEMENTS OF QUALIFICATION.....	14
4.3 STATEMENT OF QUALIFICATIONS SUBMITTAL.....	14
SECTION 5: EVALUATIONS.....	17
5.1 INITIAL ADMINISTRATIVE REVIEW	17
5.2 EVALUATION COMMITTEE.....	17
SECTION 6: TERMS AND CONDITIONS	17
6.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS.....	17
6.2 PERFORMANCE PRIOR TO CONTRACT EXECUTION	17
6.3 CONTRACT TERM	17
6.4 CONTRACT TERMINATION	18
6.5 SUBCONTRACTORS	18
6.7 GENERAL INSURANCE REQUIREMENTS.....	18
6.8 COMPLIANCE WITH WORKERS’ COMPENSATION ACT	20
6.9 COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT	20
E-VERIFY PROGRAM:	20
6.10 COMPLIANCE WITH LAWS	21
6.11 DRUG-FREE WORKPLACE.....	22
6.11.1 CERTIFICATION:.....	22
6.11.2 PENALTIES:.....	22
6.12 SUBSTITUTIONS AND CHANGE ORDERS.....	22
6.13 INVOICING AND PAYMENT.....	22
6.14 DELIVERIES	23
EXHIBIT A – CORPORATE CERTIFICATE FORM	24
EXHIBIT B – CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91	25

QUALIFICATIONS LETTER AND CERTIFICATION

(FAILURE TO INCLUDE THIS SIGNED QUALIFICATIONS LETTER AND CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR STATEMENT OF QUALIFICATIONS.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached **RFQ 20-029 TS164 Windsor Parkway Sidewalk Project** for the City of Sandy Springs.

It is understood and agreed that this Statement of Qualifications (SOQ) constitutes an offer, which when accepted in writing by Purchasing Department, City of Sandy Springs, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Sandy Springs ("City").

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this SOQ, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications described in this RFQ. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

QUALIFICATIONS LETTER AND CERTIFICATION

I certify that this SOQ is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a statement for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the RFQ and certify that I am authorized to sign this SOQ for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror _____

Date _____

Print/Type Company Name _____

Print/Type Offeror Name Here _____

OFFEROR'S RFQ CHECKLIST

10 Critical Things to Keep in Mind When Responding to an RFQ for the City of Sandy Springs

1. _____ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.
2. _____ **Note the Buyer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFQ and is an excellent source of information.
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 RFQ. This conference may be mandatory.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Buyer by the due date listed in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ are posted on the Bonfire website and will include all questions asked and answered concerning the RFQ.
5. _____ **Follow the format required in the RFQ** 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 will know what your company's 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**, e.g. cover page, standard forms, etc.
8. _____ **Check the Bonfire website for RFQ addenda.** Before submitting your response. <https://sandysprings.bonfirehub.com/projects/view/19394> to see whether any addenda were issued for the RFQ. **If so, you must submit a signed cover sheet for each addendum issued along with your RFQ response.**
9. _____ **Review the RFQ document again** to make sure that you have addressed all requirements.
10. _____ **Submit your SOQ 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 will not be accepted.

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

SCHEDULE OF EVENTS

EVENT	DATE
RFQ Released	September 25, 2019
Deadline for Receipt of Inquiries	October 4, 2019
Deadline for Posting Written Answers to Inquiries	October 10, 2019
Bid Due Date	October 16, 2019
Evaluations Completed	October 21, 2019
Presentations/Interviews	October 28-29, 2019
Final Selection	October 2019

(All times and dates references in this document are subject to change and are understood as local, Eastern Time for our City, Sandy Springs, GA.)

SECTION 1: RFQ INSTRUCTIONS

1.1 Single Point of Contact

From the date this Request for Qualifications (the “RFQ”) is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff (other than designee below) or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Charise Glass
1 Galambos Way
Sandy Springs, GA 30328
770-730-5600
purchasing@sandyspringsga.gov

1.2 Required Review

- 1.2.1 **Review RFQ:** Offerors should carefully review this RFQ in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Sr. Contract Specialist, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this RFQ.
- 1.2.2 **Addenda:** The City of Sandy Springs may revise this RFQ by issuing an addendum prior to its opening. The addendum will be posted on the Bonfire website alongside the posting of the RFQ at <https://sandysprings.bonfirehub.com/projects/view/19394> Addenda will become part of the bid documents and subsequent contract. Offerors must sign and return any addendum with their RFQ response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Sandy Springs may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.
- 1.2.3 **Form of Questions:** Offerors with questions or requiring clarification or interpretation of any section within this RFQ must address these questions via e-mail to <https://sandysprings.bonfirehub.com/projects/view/19394> on or before **October 4, 2019**. 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 **The City of Sandy Spring’s Answers:** The City of Sandy Springs will provide by **October 10, 2019**, an official written answer to all questions received within the period stipulated under *Section 1.2.3*. The City of Sandy Spring’s response will be by <https://sandysprings.bonfirehub.com/projects/view/19394> Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City of Sandy Springs. Any formal addendum will be posted <https://sandysprings.bonfirehub.com/projects/view/19394> alongside the posting of the RFQ at by the close of business on the date listed. Offerors must sign and return any addendum with their RFQ response.

1.3 Pre-qualification Conference

There is no pre-qualification conference .Submitting a Sealed Qualification

1.4.1 **Organization of Qualification:** Each SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFQ. To expedite the evaluation of SOQs, it is essential that Offerors follow the format and instructions contained herein.

Offerors must organize their SOQs in the following format:

- a. **Qualifications Letter and Certification** – Offeror's authorized representative(s) shall complete and sign the Qualifications Letter and Certification on page 4 of this RFQ and return it with the SOQ.
- b. **Statement of Qualifications** – Offeror shall respond comprehensively and clearly to the requirements of *Section 4* and shall include all documents, information, exceptions, clarifications, etc., as requested therein.
- c. **Offeror Qualification** – Offeror shall include all requested documents and information.
- d. **Standard Forms** – Offeror's authorized representative(s) shall complete the standard forms attached (Exhibits A and B) to the contract provided upon award.
- e. **Addenda** – if any addenda have been issued, complete, sign and return the Addendum Acknowledgement (for each addenda issued) with bid.

1.4.2 **Failure to Comply with Instructions:** The City of Sandy Springs may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any SOQs that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 **Multiple SOQs:** Offerors may, at their option, submit multiple SOQs, in which case each SOQ shall be evaluated as a separate document. Multiple responses must be submitted in separately and marked plainly to notify that each submission contains a separate and single response.

1.4.4 **Deadline for Receipt of Sealed Qualifications:** All SOQs must be received via Bonfire website. SOQs must be received on the Bonfire website prior to **2:00 PM (EST), on October 16, 2019**. Facsimile or e-mail responses to request for qualifications are NOT accepted.

1.4.5 **Late Submissions, Withdrawals, and Corrections:**

- A. **Late SOQ:** Regardless of cause, late SOQs will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the Purchasing Office by the designated time. Late SOQs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
- B. **SOQ Withdrawal:** An Offeror requesting to withdraw its SOQ prior to the RFQ due date and time may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
- C. **SOQ Correction:** If an obvious clerical error is discovered after the SOQ has been opened; the Offeror may submit a letter to the designated Buyer within two business days of opening, requesting that the error be corrected. The letter must be on

company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Buyer will review the correction request and a judgment will be made. Generally, modifications to opened bids for reasons other than obvious clerical errors are not permitted.

1.5 Offeror's Certification

- 1.5.1 **Understanding of Specifications and Requirements:** By submitting a response to this RFQ, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.
- 1.5.2 **Offeror's Signature:** All signatures required in the RFQ on behalf of an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the SOQ. Proof of authority of the person signing the RFQ response must be furnished upon request.
- 1.5.3 **Offer in Effect for 180 Days:** Except in rare cases as described in *Section 1.4.5*, a SOQ may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for SOQ submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the SOQ.

1.6 Cost of Preparing a SOQ

- 1.6.1 **Sandy Springs Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this RFQ and any subsequent presentations of the SOQ as requested by the City of Sandy Springs are entirely the responsibility of the Offeror. The City of Sandy Springs is not liable for any expense incurred by the Offeror in the preparation and presentation of their SOQ.
- 1.6.2 **All Timely Submitted Materials Become Sandy Spring's Property:** All materials submitted in response to this RFQ become the property of the City of Sandy Springs and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Sandy Springs and Offeror resulting from this RFQ process.

SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS

2.1. Authority

This RFQ is issued under the authority of the City of Sandy Springs.

2.2. Receipt of Bids and Public Inspection

- 2.2.1 **Public Information:** During the opening of sealed qualifications, only the Offeror's name will be read aloud and recorded. No other information will be disclosed at that time. No other information will be disclosed nor shall the qualifications be considered open record

until after Council award. 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 Council award with the following four (4) 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 Sandy Springs; (3) any company financial information requested by the City of Sandy Springs to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

2.2.2 **Procurement’s Review of SOQs:** Upon opening the sealed SOQs received in response to this RFQ, the Buyer in charge of the solicitation will review the SOQs 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 SOQ;
- SOQ does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror’s legal counsel attesting to and explaining the validity of the trade secret claim is attached to each SOQ containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Finance Director, 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 SOQs

- 2.3.1 **Initial Classification of SOQs as Responsive or Nonresponsive:** All SOQs will initially be classified as either “responsive” or “nonresponsive”. SOQs may be found nonresponsive at any time during the evaluation process or negotiations 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 SOQ is not within the plans and specifications described and required in the RFQ. SOQs found nonresponsive may not be considered further.
- 2.3.2 **Determination of Responsibility:** Procurement 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 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 and made a part of the procurement file.
- 2.3.3 **Evaluation of SOQs:** During the evaluation of the SOQs, the City reserves the right to request clarification of SOQ responses and to request the submission of references, if deemed necessary for a complete evaluation of SOQ responses.
- Award will be made to the responsive and responsible Offeror(s) whose SOQ is most economical according to designated criteria.
- The City shall be the judge of the factors and will make the award in the best interest of the City.
- 2.3.4 **Completeness of SOQs:** Selection and award will be based on the Offeror’s SOQ 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, 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 Interview, Discussion/Negotiation, and/or Oral Presentation/Product Demonstration:** After receipt of all SOQs and prior to the determination of the award, the City of Sandy Springs 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 RFQ response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Oral presentations and product demonstrations, if requested, shall be at the Offeror’s expense.
- 2.3.6 **Contract Award:** Award, if any, will be made by City Council upon recommendation, to the Offeror(s) providing all required documents and successfully completes the negotiation process.

2.4. Sandy Spring's Rights Reserved

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

- Cancel or terminate this RFQ at any time. A notice of cancellation will be issued on the Sandy Springs website. If the RFQ is cancelled, the City of Sandy Springs will not reimburse any Offeror for the preparation of its SOQ. SOQs may be returned upon request if unopened;
- Reject any or all SOQs received in response to this RFQ,
- Make a contract award, based directly on the SOQs received, determined to be in the best interest of the City, in its sole discretion,
- Enter into further discussions with one or more Offerors;
- Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFQ which would not have significant impact on any SOQ;
- Not award if it is in the best interest of the City of Sandy Springs; or
- Terminate any contract if the City of Sandy Springs determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.1 City's Intent

The City of Sandy Springs is accepting sealed SOQs from qualified general contractors for the

TS164 Windsor Parkway Sidewalk Project

The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Sandy Springs Project **TS164, Windsor Pkwy Sidewalk Project**, to install approximately 1,521 LF of sidewalk, drainage system which includes but not limited to 93 LF of 72" RCP under east bound travel lane of Windsor Pkwy, one outlet structure, and one catch basin large enough to accommodate the 72" RCP, and associated improvements on the south side of Windsor Pkwy from existing sidewalk on east of Crestwicke Pointe to City Limit as per the approved construction plans; and install 140 LF of sidewalk and associated improvements on the north side of Windsor Pkwy from Highgrove Pointe to existing sidewalk west of Mabry Pointe. Through vehicular access and 2-way traffic must be maintained during project construction. The Contractor must provide structural drawings signed and sealed by licensed Georgia Professional Engineer for approval by the City for the two structures listed above. The Contractor must also provide shoring design details signed and sealed by licensed Georgia Professional Engineer for approval by the City.

There is no City furnished equipment to be installed by the contractor. Water service meter relocation will be by City of Atlanta Watershed Contractor. The water meter elevation adjustments will be by the Contractor. The Contractor must coordinate water service meter relocation with the COA Watershed Contractor during construction.

The contractor must perform at least 51% of work, and must be Pre-qualified Prime Contractor listed by the Georgia Department of Transportation.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition) – All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

There is no City furnished equipment to be installed by the Contractor.

TS164 Windsor Pkwy Sidewalk – Required Qualifications

- The contractor shall provide references for work performed in the last five years that involved shoring immediately adjacent to a traffic-bearing roadway.
- The contractor shall provide references for work performed in the last five years that involved dynamic shoring installation on a linear project.
- The contractor shall provide references for work performed in the last five years that involved the installation of at least a 500 linear feet of pipe within an existing road.
- The contractor shall provide references for work performed in the last five years with a total project cost over \$250,000.00.
- The contractor shall provide references for work performed in the last five years for a municipality.
- The contractor shall provide a minimum of three references for work performed in the last five years. One project can be used to meet more than one of the above requirements

References shall include:

- Municipality
- A brief project description
- Date of completion
- Contact name
- Contact phone number
- Contact e-mail

3.2 Project Manager for City of Sandy Springs

The successful Offeror will report to the Director of Public works (or designee) at City Hall. Successful Offerors agree to take direction from the project manager and to make all project documentation available upon request. The project manager shall have sole discretion as to the acceptability of all work on site.

3.3 No limit to competition

No specification implied or expressed is intended to limit competition. The specifications below are intended as a guide for the goods and services on which vendors are to submit a SOQ. These requirements and other specifications are not designed to prevent any vendor from submitting a SOQ. All equipment should comply with the requirements within a generally acceptable range.

SECTION 4: OFFEROR QUALIFICATIONS

4.1 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.

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 this request.

4.2 Preparing Statements of Qualification

Each Response to this RFQ shall address the elements described in the Scope of Services (Section 3.1) and Contents of Response-including questions (Section 3).

Responses shall be as succinct as possible while completely providing all requested information. Responses should be kept to a maximum of fifteen (15) one sided pages not including required forms or certifications. The Cover Letter and Table of Contents are not included in the page maximum.

Sealed Statement of Qualifications will be received no later than October 16, 2019; 2:00 p.m. The City of Sandy Springs will only accept online submissions for this RFQ through the Bonfire Portal at <https://sandysprings.bonfirehub.com/projects/view/19394>. Statement of Qualifications submitted after the bid close date, October 16, 2019; 2:00 p.m., will not be accepted. Any Statement of Qualifications submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

Each Statement of Qualifications shall be prepared simply and economically, to provide a straightforward and concise delineation of respondent's capabilities. Fancy bindings, colored displays, and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content. To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below. The content of all Statements of Qualifications must be categorized and numbered as outlined below, and responsive to all requested information.

4.3 Statement of Qualifications Submittal

The Offeror shall submit the following information as their Statement of Qualifications:

A: Description and Resources of Firm

- A1. Provide basic company information: Company name, address, name of primary contact, telephone number, e-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which the project will be managed and this office's proximity to the project site. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure? For joint venture entities that have not undertaken at least two projects together, each firm should submit its qualifications separately. Joint submittals are subject to the same submittal page limit.

- A2. Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.
- A3. List the firm's annual average revenue for the past five (5) years, provide the firm's Current Ratio (Current Assets/Current Liabilities) and supply main financial and banking references. (If the parent company's financial resources are not available to the office that will perform the contract, only the financials of the office with the prospect of a contract with the Owner should be provided).
- A4. Has the firm been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners, Subcontractors and/or Architects. List any active or pending litigation and explain. List any claims against your firm or against Owners where your firm is named.
- A5. Has the firm or member thereof, ever been removed from a contract or failed to complete a contract as assigned? Has the firm ever refused to sign a contract at the original bid amount submitted?
- A6. Has the firm made payments of actual or liquidated damages in the last five years for failure to meet a completion date? If so, provide explanation.
- A7. Has a surety made payments on Payment or Performance Bonds on the firm's account in the last five years? If so, provide explanation.
- A8. The firm, in order to be deemed eligible for further evaluation, must issue the following statement asserting that the firm meets the minimum qualifications required for this project (supporting documentation is required and can be included as an Appendix). The SIGNED statement shall read and certify as follows:
 - We certify that our firm has sufficient bonding capacity to provide payment and performance bonds for anticipated total cost of work.
 - Our Firm has a current Builder's Risk Insurance Policy.
 - Our Firm holds a current GDOT Prime Qualification or equivalent certifications for the work of this project.
 - Firm MUST have all the necessary, valid and current licenses to do business in the State of Georgia as issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed.

B: Experience and Qualifications

- B1. Provide professional qualifications and description of experience for proposed construction team, including, at a minimum the following: Superintendent, Project Manager and Project Director. Firm's Project Director, Project Manager, and Superintendent shall have at least five (5) years' experience on projects of similar scope and complexity as these projects. (At this stage, firms may list more than one person qualified and available for the proposed projects).

- B2. Provide information on the firm’s experience on projects of similar size, function, and complexity (similar type of construction, dollar value, facility purpose, delivery method, and sustainability features). The references provided should include:
 - Work performed in the last five years that involved replacing storm pipes under collector and arterial roadways.
 - Work performed in the last five years that involved installing cast in place concrete walls/headwalls.
 - Work performed in the last five years that involved roadway milling and resurfacing.
 - Work performed in the last five years with a total project cost over \$250,000.00.

Describe no more than five (5) and no fewer than three (3) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project at hand. The firm shall have at least five (5) years’ experience on projects of similar scope and complexity as this project. For each project the following project information must be provided:

- Project name, location, dates during which services were performed, and photograph of project.
- Brief description of project and physical description including delivery method, square footage, site area, environmental issues, traffic impediments, etc.

Construction project Owner’s contact name, phone number and e-mail address.

- Provide any written letters of reference/recommendation about the firm’s performance on the project, including statements addressing the level of service and the quality of the construction
- List the names and roles of proposed team members identified in B1, if any, who participated in these projects.

C: Statement of Suitability

- C1. Provide a statement or specific information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to, the firm’s fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.

SECTION 5: EVALUATIONS

5.1 Initial Administrative Review

All SOQs received will be reviewed by Procurement to ensure that all administrative requirements of the RFQ package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All SOQs that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation.

5.2 Evaluation Committee

The SOQs will be evaluated on a pass/fail basis by the City and its authorized representatives. After the SOQs have been opened, the City will evaluate the SOQs including without limitation, experience, references, and other data and information relating to qualifications. The City will determine which respondents meet the criteria stated in the RFQ – reference Section 4: Offeror Qualifications.

SECTION 6: TERMS AND CONDITIONS

The City of Sandy Springs's Terms and Conditions are set forth below. Offerors should notify the City of Sandy Springs of any Terms and Conditions that either preclude them from responding to the RFQ or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFQ response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Sandy Springs reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

6.1 Additional Contract Provisions and Terms

This RFQ, including all RFQ documents and any addenda, the Offeror's bid, including any amendments, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by the City of Sandy Springs, will govern in the same order of precedence as listed in the contract.

6.2 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Sandy Springs and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City of Sandy Springs reserves the right to withdraw or cancel the award of the RFQ.

6.3 Contract Term

The contract term for this bid shall be for the duration of the project until completion upon written approval of the City and successful Offeror.

6.4 Contract Termination

The City may terminate, by written notice to the Offeror, any resulting contract without cause. The City must give notice of termination to the Offeror at least **30 days** prior to the effective date of termination.

6.5 Subcontractors

The lowest responsive and responsible 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 bid submission. The City of Sandy Springs reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Sandy Springs 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 award derived from this RFQ shall create any contractual relationships between any subcontractor and the City of Sandy Springs.

6.7 General Insurance Requirements

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.

5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City. (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers. (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

6.8 Compliance with Workers' Compensation Act

The Contractor is required to supply the City of Sandy Springs with proof of compliance with the Workers' Compensation Act while performing work for the City of Sandy Springs. Neither the Contractor nor its employees are employees of the City of Sandy Springs. Proof of compliance must be received at the address listed under *Section 1.1* within acceptable time limits established by the contract. If the Contractor does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

6.9 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program: The City of Sandy Springs is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City of Sandy Springs shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). An Offeror should include a fully executed E-Verify affidavit as part of its proposal (Exhibit D).

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- (1) Pursuant to O.C.G.A. § 13-10-91:
 - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.

- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City of Sandy Springs at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City of Sandy Springs at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

6.10 Compliance with Laws

The Offeror must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, 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 Offeror subjects subcontractors to the same provision. The Offeror 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.

6.11 Drug-Free Workplace

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

- 6.11.1 **Certification:** If Contractor is an entity other than an individual, it hereby certifies that:
- i. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
 - ii. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- 6.11.2 **Penalties:** Contractor may be suspended, terminated, or debarred if it is determined that:
- iii. The Contractor has made false certification hereinabove; or
 - iv. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

6.12 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Administrator. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Sandy Springs agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Sandy Springs at its sole discretion. Verbal agreements to the contrary will not be recognized.

6.13 Invoicing and Payment

The City of Sandy Springs agrees to pay the Offeror in current funds for the performance of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed.

The City will process approved payment requests under this project to the awarded Contractor. Payment to subcontractors and suppliers is the responsibility of the awarded Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

Sandy Springs Finance Department
Attn: Accounts Payable
accountspayable@sandyspringga.gov
1 Galambos Way
Sandy Springs, GA 30328

Upon receipt of invoice and inspection and acceptance of the items, the City of Sandy Springs will render payment. All such invoices will be paid within thirty (30) days by the City of Sandy Springs unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

No sales tax will be charged on any orders.

Successful Offeror(s) must provide the City with a completed and signed W-9

6.14 Deliveries

In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. No freight or postage charges will be paid by the City of Sandy Springs unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

EXHIBIT A – Corporate Certificate Form

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20____(Signature) _____

EXHIBIT B – Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **City of Sandy Springs**, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

City of Sandy Springs, Georgia
Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:
