

THE LAMAR COUNTY BOARD OF COMMISSIONERS, GA

IS ISSUING THIS PROPOSAL(RFP) REQUEST FOR FURNISHING THE SERVICES DESCRIBED HEREIN.

Lamar County Board of Commissioners

408 Thomaston Street, Barnesville, GA 30204

Phone: (770) 358-5146 Fax: (770) 358-5149

Website: lamarcountyga.com

**The sealed Envelope shall be marked with the following information:**

**RFP # 2308-03 Consulting Services for an Impact Fee Study**

**Opening: 3:00 PM, October 6, 2023**

A schedule of events with a date and address

Description automatically generated with medium confidence

\*The posting of additional addenda may be required, and the Proposer is responsible for ensuring that they review the County's website for any additional addenda and submit an acknowledgment of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by Lamar County.

**RFP # 2308-03**

**Consulting Services for an Impact Fee Study**

**Opening: 3:00 PM, October 6, 2023**

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**SECTION I – GENERAL OVERVIEW**

1. **PURPOSE**

Lamar CountyBoard of Commissioners requests proposals from qualified firms to conduct a study of enacting impact fees for parks and recreation, public safety (including E911), and roads (transportation improvements).

1. **GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS**
2. **Proposals Submission**
3. These instructions will bind proposers to terms and conditions herein, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
4. Proposals may be submitted by mail, common carrier, or in person. Fax or electronic proposals are not acceptable. It shall be the duty of each Proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival at the Administration office. Any proposal received at the office designed in the document after the specified time and date will not be considered. If a late proposal is received via carrier, it will be marked "late proposal" and will not be opened. If a late proposal is hand-delivered, it will be returned unopened to the presenter.
5. At the date and time specified for the proposal's opening, the proposal shall be publicly opened and read aloud for the information of proposers and others present.
6. The proposal must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:

Lamar County Administration Office

408 Thomaston Street, Suite E

Barnesville, Georgia 30204

RFP # 2308-03

Consulting Services for an Impact Fee Study

Opening: 3:00 PM, October 6, 2023

1. The Submittal Checklist must be reviewed, and the Proposer is to comply with the order of the submittal of documents. This document and the cover page (page 1) will be included with the proposal.
2. The following items are to be submitted:

* One (1) unbound, clearly marked "Original" of the proposal documents (not to exceed a 1/2" capacity ring binder)
* One (1) electronic version in PDF format on USB flash drive identical to the original proposal documents. The USB flash drive should be labeled with the RFP number and Proposer's name.
* If required – One (1) original "Cost Proposal." The Cost Proposal will be submitted in a separate sealed envelope and marked "Cost Proposal."

1. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
2. If descriptive literature is attached to the proposal, your Firm's name must be on all sheets submitted.
3. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements in this Proposal request. The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from obligations with respect to the proposal submittal or the compliance with the terms, conditions, and requirements of the proposal.
4. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification Number on page one of this proposal documents and provide a completed W9 form to be submitted with the proposal.
5. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Proposal Price Submittal Form are in accordance with the conditions, terms, and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
6. Any documentation submitted with or supporting a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after the contract or purchase order award.
7. **Preparation of Proposals**
8. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
9. The unit price must be shown on this document's Proposal Cost Submittal Form. All proposals should be tabulated, totaled, and checked for accuracy. The unit price will prevail in case of errors.
10. All products, equipment, article, or material must be new and unused or in current production. No reconditioned or used item(s) will be accepted except as requested. Units that are classified as prototype or discontinued models are not acceptable.
11. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Proposer's request and expense if testing does not destroy items.
12. Full identification of each item proposal, including brand name, model, catalog number, etc., must be furnished to identify exactly what the Proposer offers. Whenever an article or material is defined by describing a proprietary product or using a manufacturer's name, the term "or equal," if not inserted, shall be implied. The specified article or material shall indicate the type, function, minimum standard of design, efficiency, and quality desired. It shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. If any equivalent version is proposed, prospective proposers are advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Lamar County will determine the final determination of equivalence.
13. **Clarification and Communication to County Concerning Proposal**
14. From time to time, the Administration may have to release written changes to a solicitation. These formal written changes are called addendums or, if multiple, Addenda. The Proposer is responsible for ensuring that they have all applicable addenda before the proposal submission. Therefore, we encourage all Proposers to review the County's website: lamarcountyga.com frequently. **All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda, even after the proposal opening, shall result in a non-responsive proposal.**
15. The successful Firm's proposal and all addenda will become a part of the agreement resulting from this document.
16. Proposers seeking an award of a Lamar County contract shall not initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee, or other County representative without permission of the Finance Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Finance Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, Firm, or business shall be disqualified from consideration for the award. EXCEPTION to the above would be emailing a request for clarification and questions to the Finance Department – kjohnston@lamarcountyga.com (These requests will be answered in an addendum. Please see the schedule of events.)
17. **Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Schedule of Events" of this RFP. Attendance is not mandatory unless indicated otherwise, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, A supplier representative must participate in the meeting to be eligible for a contract award.

1. **Rejection and Withdrawal of Proposals**
2. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an apparent clerical error made in calculating the proposal to withdraw a proposal after proposal opening. Withdrawal of proposal, for this reason, must be done in writing within the forty-eight-hour period.
3. The County will recommend the proposal to the Board of Commissioners within 60 days from the opening date unless the successful Bidder agrees to a more extended period for the award in writing.
4. The County may reject all or part of the proposal within 60 days of the proposal opening.
5. **Proposal and Contract Documents**
6. A proposal executed by an attorney or agent on behalf of the Proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Proposer.

**Corporation:** If the Proposer is a corporation, the proposal must be submitted in the name of the Corporation, not simply the corporation's trade name. In addition, the proposal must be signed by an officer of the corporation.

**Partnership:** All partners must sign the proposal if the Proposer is a partnership. If all the partners do not sign the proposal. The names of all those except limited partners must be furnished on the proposal, and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.

**Limited Liability Company (LLC):** If the Proposer is a limited liability company, the authorized agent having the authority to bind the limited liability company must sign the bid documents. **Sole Proprietorship or Individual:** If the Proposer is a sole proprietor or individual, a signature is required on all bid documents by that individual.

1. The contract documents consist of this Agreement, Specifications, and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. These form the Contract and are as entirely a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation, or written or oral agreements.
2. Contract Term – The period of the agreement, if any, is formed from this RFP will be determined after the review and evaluation of the Timeline Schedules submitted by the successful Consultant.
3. **Exceptions and Omissions**

Any exceptions to the specifications and terms and conditions must be addressed during the question/clarification and addendum phases.

1. **Alterations of Solicitation and Associated Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Proposer's solicitation response. If there are "exceptions" or comments to any solicitation requirement or other language. The Proposer may note those areas but not materially alter document language.

1. **Cost Incurred by Vendors**

All expenses involved with preparing and submitting the RFP to the Lamar County Board of Commissioners or any work performed in connection therewith is the responsibility of the vendor(s).

1. **Codes, Permits, Fees, Licenses, and Law**
2. All permits, fees, arrangements for inspections, licenses, and costs incurred shall be the sole responsibility of the successful Proposer. All materials, labor, and construction must comply with all applicable rules and regulations of local, State, and national codes, laws, and ordinances of all authorities having jurisdiction over the project, shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though herein written out in full.
3. Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors unless exempted explicitly from holding such license pursuant to Georgia law, OCGA Section 43-41-17.
4. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy OCGA §13-10-91 and Rule 300-10-1-.02 in all manner, and such are contract conditions. By submitting a proposal to the County contractor agrees that in the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered Contract, the Contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they comply. Such attestation(s) shall be maintained and may be inspected by the County at any time. The Contractor must sign an affidavit of such compliance included with the proposal and will become part of the Contract.
5. **Safety**

All vendors and subcontractors performing services are required. They shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

1. **Design, Standards, and Practices**

Design, strength, quality of materials, and quality must conform to the industry-acceptable standards of engineering practices and professional services.

1. **Statement of Warranty**

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials, and workmanship. This statement shall consist of the terms, conditions, and warranty coverage period. Any exclusion(s) must be clearly stated.

1. **Non-collusion**

By submitting a proposal in response to this solicitation, the Proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 USC Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

1. **Nondiscrimination**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration of this Agreement, does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
2. In the production of the vehicle(s) and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, disability, age, or national origin shall be excluded from participation in or denied the benefits of, such activities, or otherwise, be subjected to discrimination.
3. **Drug-Free Workplace Certification**

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act," have been fully complied with. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor 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 Sub-section (b) of Code Section 50-24-3".
3. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
4. Contractor may be suspended, terminated, or debarred if it is determined that:
5. The Contractor has made false certification hereinabove; or
6. The Contractor has violated such certification by failing to carry out the Official Code of Georgia Section 50-24-3 requirements.
7. **Georgia Security and Immigration Compliance Act**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement, which will be included and become a part of the Agreement between Lamar County and the successful Contractor.

1. **Supplier Inclusion Program**

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in solicitation. Please see the Supplier Inclusion Program form for a description of each of these types of businesses.

1. **Delivery and FOB Destination**
2. All prices shall include shipping and delivery costs to our destination, F.O.B., Lamar County, Georgia, unless otherwise requested. The Proposer shall handle all material procurement, storage, and delivery to the project site. Unless otherwise specified in this specification, Proposer shall supply all materials required. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this proposal. The Proposer shall retain the title for the risk of transportation, including the filing for loss or damages.
3. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of the award. Unreasonable delivery may be a cause for disqualifying a proposal. Each Firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.
4. **Discounts**

Cash discounts for early payment (i.e., 2%-10) or Net 30 terms should be shown separately, even if the terms are Net.

1. **Award of Contract**
2. Lamar County desires to complete the award process in a timely manner. Lamar County reserves the right to reject or accept any or all proposals, whole or any parts thereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the County with price and other factors considered. Lamar County may elect to waive any technicalities. The proposal will be awarded to the highest scored Proposer (s) if awarded. The proposal specifications and results will be available on the County's website: lamarcountyga.com
3. Lamar County reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Proposer fails to satisfy the County that the Proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low-responsive and responsible Proposer.

**Responsiveness** - The County will make the determination of the Proposer's responsiveness based on a consideration of whether the Proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

1. Lamar County is subject to making records available for disclosure after the Board of Commissioners approves the recommendation. The Board of Commissioners of Lamar County shall award the award unless the lowest, qualified bid is less than the Board of Commissioners' approval limit. The selected Consultant shall not claim loss of profit if the Contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded Contract shall not exceed the available funds allocated for the proposal project.
2. **Local Vendor Privilege**
3. There is established in Lamar County a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such an instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such a local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the County, the bid shall be awarded to the local vendor.
4. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
5. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Lamar County; and
6. The business or supplier must have a current occupational tax certificate; and
7. The business or supplier must have paid all real and personal taxes owed to the County; and
8. The business or supplier must certify compliance with the Georgia Security and Immigration Act.
9. This policy shall not apply to any bid or proposal for material, equipment, or services in excess of one hundred thousand dollars ($100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or in general law.
10. **Indemnification**
    1. The vendor that is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save, and hold harmless Lamar County and its elected and appointed officers, employees, servants, and agents from all claims, damages, lawsuits, costs, and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Lamar County and its elected and appointed officers, employees, servants, and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
    2. The Contractor's indemnification responsibility under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants, and agents by the insurance coverage obtained and maintained by the Contractor.
11. **Controlling Law, Venue**

Any dispute arising as a result of this proposal and an Agreement created from the terms, conditions, and specifications of this document or their interpretation, litigation shall only be entered into and performed in Lamar County, Georgia. The applicable laws of the County of Lamar and the State of Georgia shall govern this Agreement. Any dispute arising from the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the County of Lamar Judicial Courts.

1. **Contractor as Independent Contractor**

In conducting its business hereunder, the Contractor acts as an independent contractor, not an employee or agent of the County. The selection, retention, assignment, direction, and payment of the Contractor's employees shall be the Contractor's sole responsibility.

1. **Assignment**

The Agreement, in whole or any part thereof, created by the award to the successful Contractor shall not be sold, not be assigned, or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Lamar County.

1. **Owner and Ownership of Documents**

The Lamar County Board of Commissioners, 408 Thomaston Street, Barnesville, Georgia 30204, is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the course of performance of the services required by this Contract shall be the absolute property of the County. They shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon project completion, except that Contractor shall have the right to retain copies.

1. **Performance of Contract**
2. Lamar County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the County's best interest in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.
3. The successful Contractor shall execute the work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
4. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts, and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,
5. All purchases for goods or services are subject to the availability of funds for this particular purpose.
6. **Default and Termination**
7. **Termination by Contractor**

The agreement resulting from this bid shall be subject to termination by the Contractor in the event of any one or more of the following events: The default by the County in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of County to remedy or undertake to remedy such default, for thirty (30) days after receipt of notice from Contractor to remedy the same.

1. **Termination by County**

The agreement resulting from this bid shall be subject to termination by the County at any time in the opinion of the County; the Contractor fails to carry out the contract provisions of any one or more of the following events:

1. The default by Contractor in the performance of any of the terms, covenants, or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. Suppose, after such notice, the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County. In that case, the County may exercise its option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and services with no expense to the County.
2. The Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignments for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor.
3. Contractors' failure to conduct services according to the approved bid specifications.
4. Contractors' failure to keep, perform or observe any other term or condition of this Agreement.
5. The Contractor's performance of the Contract is unreasonably delayed.
6. Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this Contract elsewhere if available from an alternate source.
7. The Contractor agrees by its bid submission that the County's decision is final and valid.
8. **Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event, and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

1. **Waiver**

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

1. **Invoices**
2. Invoices and statements should not be faxed, but originals must be mailed directly to or emailed:

Lamar County Board of Commissioners

408 Thomaston Street

Suite E

Barnesville, Georgia 30204

**The Bid Package number and project name should be referenced in the description of operations. The certificates may be faxed to the Administration Office at 770-358-5149 or emailed to** [**invoices@lamarcountyga.com**](mailto:invoices@lamarcountyga.com)**.**

1. Any change in coverage or insurance carrier must be reported to the County's Finance Department in writing within five business days of the change.
2. Failure of any Contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification;
3. Any insurance required by this Contract shall be maintained during the entire term of this Contract;
4. The County shall, without exception, be given no less than thirty (30) days' notice prior to cancellation for any reasons other than non-payment of premium; and
5. The County shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.
6. The Contractor shall procure and maintain insurance coverage in the following particulars:

**Workers Compensation Insurance**

In the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own worker's compensation claims.) In addition, the Contractor shall require that all subcontractors occupying the premises or performing the work under the Contract obtain an insurance certificate showing proof of Worker Compensation Coverage with the following minimum coverage:

Georgia Statutory including Employers Liability

Bodily injury by Accident – each employee $1,000,000

Bodily injury by Disease - each Employee $1,000,000

Bodily injury by Disease – policy limit $1,000,000

**Commercial General Liability**

Each Occurrence Limit $1,000,000

Personal and Advertising Injury Limit $1,000,000

General Aggregate Limit $1,000,000

Products/Completed Operations Aggregate Limit $1,000,000

**Automobile Liability**

Combined Single Limit $1,000,000

**Professional Liability Limit** $1,000,000

**SECTION II- SPECIFICATIONS**

1. **SCOPE OF SERVICES**

A qualified consultant shall deliver an impact fee study that is consistent with the Georgia Development Impact Fee Act of 1990 and will include the following deliverables:

* A methodology report with population and employment forecasts
* Detailed information regarding the inventory of current eligible facilities and the level of service
* Create an impact fee schedule for the following public facilities:
* Parks, open space, recreation areas, and related facilities,
* Emergency services facilities, including fire, emergency medical, and emergency management capital facilities, and
* Law enforcement capital facilities, including the Sheriff's Office Administration, patrol and jail facilities, and
* Road improvements.
* Create an impact fee program and fee schedule meeting all legal and administrative requirements. In addition, the CIE will conform to DCA requirements for inclusion in the County's comprehensive plan.
* Create an implantation handbook for administrative processes (appeals, annual reporting, etc.)
* Training sessions for County staff
* Draft impact fee ordinance
* Draft material the County can use to create and adopt an impact fee program ordinance.
* Continuing services

**Qualifications:**

* It preferably works in Georgia under the same scope for a minimum of 3 statewide projects in the last five years.
* Five references (minimum 3 in State).
* At least ten years of total experience (Firm and project manager).

**SECTION III – PROPOSAL FORMAT**

1. **TECHNICAL PROPOSAL**

Please follow the format below for your proposal's response and provide six (6) sections under separate tabs as follows:

**Section 1 – Executive Summary**

Provide the following information regarding your Firm:

1. The legal name and type of business (i.e., Joint Venture, Partnership, etc.) of the contractual entity to be held responsible for the performance of all aspects of this Contract, along with the name, address, and telephone number of one (1) individual to whom all future correspondence and communications will be directed.
2. A brief history, including any features or areas that differentiate your Firm's services from competitors.

**Section 2 – Qualifications**

1. Provide the resumes of key personnel working on this project and a description of how they will be involved. Include their experience with similar projects, length of service in this field, and length of service with the Firm. Do not include persons who will not be involved in this project.
2. Include a list of commitments of crucial team members and estimated completion dates by projects.
3. Provide an organizational chart to indicate all key personnel and consultant team members, their assigned roles, and their office locations.

**Section 3 – Experience**

1. List similar projects performed in the last five years with a brief narrative of each project, client, services provided by the Consultant, value of services, current status on completion date, project management, client's project manager, and phone number. Include a statement as to why it is considered a similar project.
2. Include your Firm's specific abilities and expertise to provide the required professional services and qualifications related to the proposal requirements.

**Section 4 – References**

1. Provide references for at least three (3) clients for which your Firm has provided similar services. Please include each reference's current contact information (name, address, telephone, and email address).
2. Please provide a list of your government entities' customers and the length of time they have used your services.

**Section 5 – Understanding and Approach of the Project**

1. A brief overview of your Firm's approach to the work, understanding of the project's goals and objectives, and demonstrated knowledge of potential problems and concerns.
2. Provide a description of your company's solution to be offered as per the Scope of Work section in this RFP.
3. Include a project plan by tasks, which reflects an overall schedule and personnel needed to implement each phase.

**Section 6 - Documents and forms required by the County**

Please provide all other documents and forms not included in the above sections.

1. **COST PROPOSAL**

The Cost Proposal (page 21) is to be submitted with the "Original" in a separate sealed envelope and marked "Cost Proposal" with the following information attached:

1. A schedule of fees broken down by task;
2. Hourly rates for project personnel to be used as the basis for payment;

Costs shall include printing, copying, postage, deliveries, travel, and all other categories. The County reserves the right to negotiate the fee and Scope of Services with the highest-ranked Proposer. If negotiations cannot be completed successfully, the County reserves the right to deal with the second-highest-ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

**SECTION IV – EVALUATION AND SELECTION**

Lamar County's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored by the County's staff.

The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal will not have any exclusions, conditions, or provisions applied to the aforementioned request. The County intends to select a firm that is the most qualified to meet the County's needs. The award shall be based on but not limited to the following factors:

|  |  |
| --- | --- |
| **RFP EVALUATION CRITERIA** | **Scoring Value Maximum Points** |
| **Qualifications** | **30** |
| **Relevant Experience and References** | **30** |
| **Understanding and Approach of the Project** | **30** |
| **Cost Proposal** | **10** |
| **MAXIMUM SCORING POINTS TOTAL** | **100** |
|  |  |
| **Oral Presentation and Product Demonstration**- At its sole discretion, the Evaluation Committee, composed of County Commissioners and employees, may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm. | **15 (possible additional points if an oral presentation is requested)** |
| **The Scoring Formula for the Scoring Value Maximum Points is as follows:** | |
| Excellent | .75 - 1.00 |
| Good | .50 - .74 |
| Fair | .25 - .49 |
| Poor | 0 - .24 |
| Multiply the scoring formula by the possible scoring maximum point allotment. Example: If you score a firm .6 (Good) on **Relevant Experience and References** and multiply .60 x 25 (maximum scoring points), this equals 15 points. | |

SPECIAL NOTE - the Proposal Cost will be evaluated as follows:

* Low Conforming Proposal 10 points
* Proposals within 5% of Low Proposal 7 points
* Proposals within 7% of Low Proposal 5 points
* All Others 3 points

The best and Final Offer Process represents an optional step in the selection process and may be used when:

1. No single response addresses all the specifications.
2. The cost submitted by all proposers is too high.
3. The scores of two (2) or more proposers are very close after the evaluation process.
4. All proposers submitted responses that were deficient in one or more areas.

Lamar County reserves the right to remove the high and low scores for each offer if deemed necessary.

The County reserves the right to negotiate the fee and Scope of Services with the highest-ranked Proposer. If negotiations cannot be completed successfully, the County reserves the right to negotiate with the second-highest-ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

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**BID AUTHORIZATION AFFIDAVIT**

State of Georgia

County of Lamar

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on this day personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said the proposal had been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, Firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and, if the bid is accepted, agrees to furnish the articles and services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company) (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s (Address) (Printed Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City, State, Zip) (Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Seal)**

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

**NON-CONFLICT OF INTEREST**

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 USC Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Lamar County and that no company or person other than bona fide employees working solely for our Firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**SUPPLIER INCLUSION PROGRAM**

Small, local, veteran-owned, Disadvantaged Business Enterprises (DBE), and female-owned business enterprises are encouraged to participate in solicitation. To give recognition to these types of business classifications, please check all which apply:

**Small Business**

Size standards define small businesses and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

**Local Vendor**

Local vendors, as defined in the Lamar First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Lamar County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County, and must certify its compliance with the Georgia Security and Immigration Act.

**Veteran-Owned Business**

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business, holds the highest position at the company, and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as "a person who served in the active military, naval, or air service and was discharged or released under conditions other than dishonorable." This definition explains that any individual that completed a service for any branch of the armed forces classifies as a veteran as long as they were not dishonorably discharged.

**DBE Business**

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation and shall consist of five (5) minority groups:

Asian American

Native American

African American

Hispanic/Latino

Pacific Islander.

**Female Owned Business**

A female-owned business is a business in which a female owns a minimum of 51% of the business, holds the highest position at the company, and is active in the daily management and strategic direction of the company.

**None of the Above Applies**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company's Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative's Name (Print or Type) Authorized Representative's Signature

**COST PROPOSAL**

(Note: Proposer must sign and submit their cost proposal in a separate sealed enveloped marked as "Cost Proposal.”)

The proposed fee shall include all labor, material, and equipment to provide the services outlined, including any travel or per diem expenses and any other miscellaneous expenses. A schedule of fees broken down by task and hourly rates for project personnel to be used as the basis for payment is to be attached.

**Total $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company's Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Representative's Name Authorized Representative's Signature

(Print or Type)

**RFP # 2308-03**

**Consulting Services for an Impact Fee Study**

**Opening: 3:00 PM, February 20, 2020**

Please check **DOCUMENTATION DESCRIPTION.**

Any Required Documents cited in RFP Specifications

W-9

Forms:

Solicitation Form (Page 1 of this Document)

Addendum Cover Sheet(s) (If applicable.)

Bid Authorization Affidavit

Non-Conflict of Interest

Georgia Security & Immigration Compliance Act Affidavit & Agreement

Supplier Inclusion Program

Cost Proposal (Submit in a separate sealed envelope marked as "Cost Proposal.”)

RFP Documents Submittal Checklist/Addenda Acknowledgement (this page)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT**

**Failure to acknowledge any addenda will result in a non-responsive bid.**

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, the receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated

Addendum No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated

**This affirms that all documents are included with the Proposer's RFP package.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company's Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

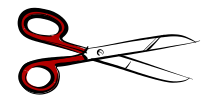
Authorized Representative's Name Authorized Representative's Signature

(Print or Type)

**SECTION VI – REQUEST FOR PROPOSAL LABEL**

**PLEASE ATTACH THE LABEL TO THE OUTSIDE OF THE RFP PACKAGE**

This label MUST be affixed to the outside of the Envelope or package, even if it is a "No RFP" response. Failure to attach the tag may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.

****

**\_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_ \_\_**

REQUEST FOR PROPOSAL ENCLOSED

RFP # 2308-03, Consulting Services for an Impact Fee Study

Due 3:00 PM, October 6, 2023

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vendor**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, Zip Code**

**DELIVER TO: Lamar County Board of Commissioners**

**408 Thomaston Street**

**Barnesville, GA 30204**