

INVITATION TO SUBMIT
PROPOSAL

REQUEST FOR PROPOSALS - RFP NO. 14-0078-4

**ON CALL NEGOTIATION THROUGH CLOSING SERVICES FOR CHATHAM
COUNTY**

PRE-PROPOSAL CONFERENCE: N/A

PROPOSALS RECEIVED BY: 5:00 P.M., AUGUST 5, 2014

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES

COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART
COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

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

- ☒ GENERAL INFORMATION
- ☒ PROPOSAL
- ☒ SCOPE OF SERVICES
- ☒ ATTACHMENTS (A THRU H)

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

BY: _____

SIGNATURE

DATE

TITLE

COMPANY

MINORITY___ YES ___NO

BUSINESS TAX CERTIFICATE / LICENSE NUMBER

CITY/COUNTY/STATE

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

DATE: July 14, 2014

RFP NO. 14-0078-4

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal to supply Chatham County with services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH , GEORGIA** up to **5:00 P.M., AUGUST 5, 2014.** Responses must either be mailed or delivered to the Purchasing Office. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

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

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

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

INSTRUCTIONS TO PROPOSERS

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

1.2 How to Prepare Proposals: All proposals shall be:

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

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

1.3 How to Submit Proposals: All proposals shall be:

- A. Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.
- B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
- a. Mailing Address: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 314066.
- b. Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.

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

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

- A. When a pre-proposal conference is scheduled, the Proposer may object in writing any time prior to or at the pre-proposal conference.
- B. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.

- C. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.
- 1.5 **Errors in Proposals:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.6 **Standards for Acceptance of Proposers for Contract Award:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.7 **Proposer:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.8 **Compliance with Laws:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.9 **Consultant:** Consultant or sub-conconsultant means any person, firm, or business having a contract with Chatham County. The Consultant of design/engineering services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.10 **Local Preference:** The Consultant agrees to follow the local preference guidelines as more fully specified in the contract documents.
- 1.11 **Debarred Firms and Pending Litigation:** Any potential Proposer/Firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any Proposer/Firm previously defaulting or terminating a contract with the County will not be considered.

** All proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in

your solicitation response being rejected as non-responsive.

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

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

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

PROPOSAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the Proposer but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 **Multiple Proposals:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 **Offers to be Firm:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- 2.4 **Completeness:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 **Liability Provisions:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.6 **Award of Contract:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- 2.7 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.8 **Qualification of Business (Responsible Proposer):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested. Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.

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

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

- 2.10 **Insurance Provisions, General:** N/A

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

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

- 2.12 **Compliance with Specification - Terms and Conditions:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.13 **Signed Response Considered An Offer:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County

may take such action as it deems appropriate, including legal action for damages or lack of required performance.

- 2.14 Notice to Proceed:** The successful Proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.15 Payment to Consultant:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
 - B. Consultants will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
 - C. Upon completion of the work, the Consultant will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Consultant for the work performed for the County have been paid in full.
 - D. Chatham County is a tax exempt entity. Every consultant, contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

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

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

This _____ day of _____, 20____.

BY

SIGNATURE DATE

COMPANY TITLE

TELEPHONE NUMBER

GENERAL CONDITIONS

SECTION III

Chatham County is requesting proposals from qualified firms to perform **On Call Negotiation Through Closing Services for Chatham County**. The County presents this "Request for Proposals" to describe its needs and those criteria which will be used to determine selection of services. The Annual Contract(s) will be for one (1) year, with the option of an additional four (4) automatic renewal years, with an NTE of \$75,000 per year.

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

STEP 1/ ACCEPTANCE AND EVALUATION OF PROPOSALS: All technical requirements, unless otherwise specified, must be met by the Proposer. The goal of Step 1 will be to accept, evaluate and score qualification proposals that meet technical requirements and develop a "short list" that represent the best of all proposals.

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

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

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

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

STEP 2/INTERVIEWS: The evaluation committee **may** interview each finalist firm. If interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of firms that will be interviewed.

FINAL SELECTION: Upon completion of the selection process by the evaluation committee, the firms will be ranked in order of recommendation using the sum of individual rankings from the evaluation committee members.

The committee will select up to four (4) firms who provide the most favorable combinations of experience, qualifications, management, and proven ability to produce deliverables "on time and within budget".

- 3.2 **PRE-PROPOSAL CONFERENCE.** N/A
- 3.3 **PROPOSAL DEADLINE.** The response to this ‘Request for Proposal’ must be received by the Purchasing Division no later than **5:00 P.M., AUGUST 5, 2014.** Any proposal received after the time stipulated will be rejected and returned unopened to the proponent.
- 3.4 **WITHDRAWAL OF PROPOSAL.** Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of qualification proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.
- 3.5 **CONFIDENTIALITY OF DOCUMENTS.** Upon receipt of a proposal by the County, the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion (except for as provided by Georgia law for proprietary information). The details of the qualification proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law.
- 3.6 **FORMAT OF RESPONSES.** To be considered, proponents must submit a complete response to the request for proposals. The format for responses is presented in Section 2. All responses must be presented in this format, which will not be negotiable.

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

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

Questions relating to the proposal shall be directed to Mr. Marshall **either by e-mail or fax.** **NOTE: Please have the original un-bound. All copies shall be bound.**

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

3.9 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the CONSULTANT agrees as follows:

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

SECTION IV

SPECIAL CONDITIONS

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

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

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

- Introduction/cover letter
- Stability and Local Resources
- Experience and Qualifications
- Ability to Provide Services
- Local and MBE / WBE Participation
- References (not scored)

FORMAT ORDER AND GRADING CRITERIA OF RESPONSES TO THE RFP

NOTE: All qualification proposals will be presented on 8 1/2" by 11" paper, either bound or in a notebook. The information will be tabbed according to each requested section.

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

II. STABILITY AND LOCAL RESOURCES (10 points) To include the firm's history , growth, resources, litigation history, financial information and other evidence of stability. This shall include:

Firm's History and Growth
Financial Information
Litigation History

Overall Resources of the Firm

III. EXPERIENCE AND QUALIFICATIONS (50 points) To include evidence of the qualifications and experience of the firm's key staff and evidence of the ability of the firm in providing services in programs comparable in complexity, size, and function to clients such as government entities and similarly structured organizations. This includes degree of relevant competencies of the principal professional(s) and lead staff , and evidence of competence, including review of:

Relevant Project Experience of the Firm

Experience of key resources on relevant projects of the Firm

Relevant experience of the Project Manager and team members

Project Manager's and team members' education, registration, and years of experience as a licensed real estate person / broker.

IV. ABILITY TO PROVIDE SERVICES (25 points) To include the Firm's apparent ability to provide services to Chatham County, including the firm's apparent fit to the project type and /or needs of Chatham County, any special or unique qualifications for the project, past and projected work loads (available resources), quality assurance procedures, and any special or unexpected services offered by the firm which might be suitable for the program.

V. LOCAL / MBE / WBE PARTICIPATION (15 points) To include your use of local and MBE and WBE firm involvement. Indicate past efforts for local minority outreach and any current ongoing activities. Indicate proposed level of involvement for this contract. For any questions regarding Local, MWB/ WBE participation, please contact: Connell C. Heyward, Chatham County Local, M/WBE Coordinator, 124 Bull Street, Savannah, Georgia, Phone: 912-652-7926; Fax 912-652-7849
E-mail: cheyward@chathamcounty.org

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

4.2 DISCRETION. The County shall have sole discretion in evaluating both the responses and qualifications of the respondents. **Please note that the evaluation committee will recommend up to four (4) firms with the highest scores after all steps are complete, but it is the Board of Commissioners which, after consideration of staff's recommendations, makes the final contract award decision.**

4.3 ASSIGNMENT. The consultant shall not assign or transfer any interest in the contract without the prior written consent of the County.

4.4 CONTRACT. Successful respondents will be expected to execute a contract within 30 days of notice of award. The contract will be for one year with the option of an additional four automatic renewal years, and for an amount not to exceed \$200,000 per

year. No guarantee is given to the amount of work a firm will receive over the contract period. NOTE: Selection of consultants will be done on a rotation basis with consideration of a firm's particular expertise in a certain areas. The selected firms will be required to submit a Schedule of Hourly Rates to the Project Manager.

- 4.5 **PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS.** The consultant will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the consultant shall secure written permission from the County before sub-consulting any part of the project. Such permission should be obtained during the proposal evaluation stage.
- 4.6 **CHANGES.** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. Any changes in the project team, including consultants, will require prior approval of the County. At the least, replacements must be equal in experience and preserve commitment to local or MBE participants.
- 4.7 **TERMINATION OF CONTRACT.** The County shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.
- 4.8 **ADEQUACY AND ACCURACY.** The professional and technical adequacy and accuracy of designs, drawings, specifications, documents and other work products furnished under contract, will be conducted in a manner representative of the profession. If implementation of the Consultant's designs results in the need for plan modification and/or construction contract change orders or additions resulting from an error or omission by the Consultant, the Consultant shall provide, at no cost to the County, all professional services necessary to address the error or omission. This is in addition to the County's right to recover from the Consultant damages for the Consultant's errors and omissions.

SECTION V
SCOPE OF SERVICES
FOR
ON CALL NEGOTIATION THROUGH CLOSING SERVICES
FOR CHATHAM COUNTY

Chatham County is soliciting Request for Proposals (RFP) from qualified consultants to provide right of way acquisition negotiation through closing services for Chatham County's Road and Drainage Improvement Program. The contract will be for one (1) year with the option of additional four (4) automatic renewal years. This RFP seeks to identify potential providers for the above mentioned services. All respondents to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully. Chatham County reserves the right to reject any or all RFP's and to waive technicalities and informalities at the discretion of Chatham County.

Qualifications

The selected consultant(s) must be licensed as a real estate sales person or broker by the Georgia Real Estate Commission and must be in good standing as negotiation through closing agent on the Georgia Department of Transportation (GDOT) pre-qualified right of way services roster.

Scope of Services

The selected consultant(s) will provide negotiation services for right of way acquisitions on Chatham County Road and Drainage Improvement Program projects that conform to GDOT's current requirements and formats as defined by GDOT's current right of way manual and/or any County negotiation requirements furnished to the consultant.

As individual negotiation tasks materialize, the County Engineer or his designattee will provide the consultant(s) a preliminary Scope of Services. The consultant(s) will be requested to provide a fee proposal for the specific negotiation task. The County Engineer or his designattee will then negotiate with the consultant(s) the final Scope of Services and fee.

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

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

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

certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as
ON CALL NEGOTIATION THROUGH CLOSING SERVICES FOR CHATHAM COUNTY

(PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONSULTANT

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

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

_____, _____
Title Bidder Name of

(herein after Company) in consideration of the privilege to bid/or propose on the following
Chatham County project procurement **ON CALL NEGOTIATION THROUGH CLOSING**
SERVICES FOR CHATHAM COUNTY

hereby consent, covenant and agree as follows:

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

Signature

Date

ATTACHMENT C

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

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 (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned 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

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT D

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor 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 Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E

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

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

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

OR

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

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia. Signature of Applicant: _____ Date _____

Printed Name:

SUBSCRIBED AND SWORN

*

BEFORE ME ON THIS THE _____
DAY OF _____, 20____

Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

ATTACHMENT F

CHATHAM COUNTY, GEORGIA

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

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

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

ATTACHMENT G

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

6. List any contracts not completed on time.

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

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

I, _____, as _____
Name of individual

Title & Authority

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

ATTACHMENT H

AFFIDAVIT REGARDING LOBBYING

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

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

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

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2013

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE

CC NO. 165896

REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 P.M. on AUGUST 5, 2014** in Chatham County Purchasing and Contracting Department, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA.** for: **RFP 14-0078-4 ON CALL NEGOTIATION THROUGH CLOSING SERVICES FOR CHATHAM COUNTY.**

PRE-PROPOSAL CONFERENCE: N/A

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site <http://purchasing.chathamcounty.org>, or by calling Robert Marshall, Senior Procurement Specialist, at (912) 790-1622. All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL PROPOSALS, AND TO WAIVE ALL FORMALITIES. THIS WILL BE THE ONLY SOLICITATION FOR THIS PROJECT. ONLY THOSE FIRMS RESPONDING TO THE RFP WILL BE ALLOWED TO PARTICIPATE IN THE PROJECT.

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


MARGARET H. JOYNER, PURCHASING AGENT

SAVANNAH N/P INSERT: Jul. 17, 2014

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