



**Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520**

DATE: September 29, 2017
TO: All Prospective Providers
FROM: Pamela Drury-Crosby, Purchasing Director
RE: RFQ No. 18-004 Contract for Professional Bond Counsel Services for Brunswick-Glynn Joint Water and Sewer Commission

Greetings,

Attached, please find the Brunswick-Glynn County Joint Water and Sewer Commission Request for Qualifications (RFQ) for Professional Bond Counsel Services for the refinancing of existing Revenue Bonds and issuance of new bonds for the Brunswick-Glynn County Joint Water and Sewer Commission, Brunswick, Georgia. In brief, the BGJWSC wishes to contract with a Bond Counsel firm who will make recommendations, evaluate bond covenants, assist in the preparation of reports and analyses, participate in discussions with rating agencies, market and distribute bonds, purchase bonds, and provide the B G JWSC and its advisors with debt service schedules and other financial schedules as requested.

This is NOT a full-time BGJWSC staff position and the party / parties contracted shall not be considered BGJWSC employees. This shall be a services contract based upon a legal agreement between the contracting party / parties and the Brunswick-Glynn County Joint Water and Sewer Commission.

To participate in this solicitation, Prospective Service Providers must be able to provide satisfactory proof of financial stability, have a minimum of seven (7) years' experience in providing services of a similar nature to other municipalities or government entities and must be able to demonstrate a broad range of experience in providing services of the same kind or similar to other government entities and / or agencies.

The initial term of this Contract shall be for the Duration of the Refinancing of the existing bonds or new bonds issued within the next 12 months.

Completed, notarized E-Verify Affidavits for the Provider, their proposed Subcontractors and proposed Sub-subcontractors (all tiers) must also be submitted with your RFQ response in order to participate in the solicitation.

Any and all goods and / or services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the BGJWSC, the Selected Provider(s) must provide references and assurances to the BGJWSC that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s).

Specifics regarding the BGJWSC's solicitation terms and conditions and the BGJWSC requirements and expectations are contained herein.

Sealed qualification packages shall be received on behalf of the BGJWSC up until 12:00 noon on Tuesday, October 17, 2017, at 1703 Gloucester Street, Brunswick, Georgia 31520. Qualification packages received after that time and date will be returned by the BGJWSC without being opened and shall not receive any type of award consideration.

***** END OF INVITATION TO PARTICIPATE *****

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PART I. SOLICITATION TERMS AND CONDITIONS

NOTICE

From the date of issue to the Public until after the Notice of Award has been officially issued by the BGJWSC, Prospective Providers shall make any and all contact with the BGJWSC through the Purchasing Division, 1703 Gloucester Brunswick, Georgia 31520, [email: pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org) If it is deemed necessary for contact to be made with other parties within the BGJWSC, the Purchasing Division shall make arrangements for that contact to take place. Providers who attempt to make direct contact with BGJWSC personnel or elected or appointed officials during the solicitation process to inquire about or discuss this open solicitation will be disqualified from participation or consideration for award.

PART I. SOLICITATION TERMS AND CONDITIONS

1.0 EXAMINATION OF SOLICITATION DOCUMENTATION

1.1 Prospective Service Providers must carefully review the solicitation documents and must promptly notify the BGJWSC of 's Purchasing Division, in writing, of any and all ambiguities, inconsistencies, unduly restrictive specifications or errors that may be discovered upon examination of the documents. The Purchasing Division may be contacted by email at pcrosby@bgjwsc.org or by fax at 912.261.7178. All correspondence must reference the applicable Solicitation Number and be as specific as possible in describing the page number, location and manner of the suspected ambiguity, inconsistency, restrictive specification or error. If communication with the BGJWSC is achieved via facsimile, please include a cover sheet to ensure proper receipt of correspondence by the Purchasing Division.

2.0 CONTRACT TERM

2.1 The initial term of this Contract shall be for The duration of the Refinancing of the Bond:

2.2 In addition, there shall be two (2) optional twelve (12) month terms that may be

~~3.0 E-VERIFY AFFIDAVITS~~

~~**3.1** E-Verify Affidavits This solicitation is subject to the Georgia Security and Immigration Compliance Act. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, as amended by 2011 House Bill 67, Prospective Providers are hereby notified that all solicitations for services or work that is to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) (if any), and the registration of their proposed Sub-subcontractors (if any) with the E-Verify Program, as well as attestation to each party's continuing and future participation in the E-Verify Program as established by the United States Department of Homeland Security.~~

~~**3.1.1** In order to ensure complete compliance with the new laws / regulations, the BGJWSC has made a determination to require proof of participation in the E-Verify Program from all Prospective Providers, all of a Provider's proposed Subcontractor(s) (if any), and all of a Provider's proposed Sub-subcontractor(s) (if any). Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response, under separate cover (in a separate envelope), and placed within the Prospective Provider's submittal package. This envelope must be clearly and indelibly marked on the outside "E-Verify Documentation Enclosed", and shall be opened to verify the Prospective Provider's full compliance to the E-Verify Program PRIOR to the actual opening of the Provider's solicitation response. Prospective Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor's Affidavit. Under Georgia law, the BGJWSC cannot provide award consideration to any bid response which does not include a completed E-Verify~~

RFQ NO. 18-004

Contract for Professional Bond Counsel Services for the Brunswick-Glynn County Joint Water and Sewer Commission

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~~Affidavit. Solicitation responses that are received without such documentation shall be considered "non-compliant" and / or "non responsive" and shall be shredded, without being provided award consideration, by the BGIWSC immediately following the Bid Opening. An E Verify Contractor's (Prime Offeror's) Form, an E Verify Subcontractor's Form and an E Verify Sub-subcontractor's Form have been included on the BGIWSC's web site for your convenience in meeting this requirement. <http://www.bgjwco.org/departments/procurement/>~~

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4.0 PRE-QUALIFICATION SUBMITTAL CONFERENCE

4.1 A Pre-Qualification Submittal Conference for this solicitation has not been scheduled by the BGJWSC and the BGJWSC does not anticipate conducting one. The BGJWSC has made a determination that a Pre-Qualification Submittal Conference is not required in order for a Prospective Provider to submit a valid, knowledgeable response.

4.2 If it is felt necessary, Prospective Providers are welcomed to visit the BGJWSC at their leisure and on their own time; however, tours of facilities and / or locations, meetings and / or discussions with BGJWSC personnel and / or elected or appointed officials shall not be scheduled and shall not take place and, therefore, must not be anticipated.

5.0 INQUIRIES, CLARIFICATIONS AND REQUESTS

5.1 From the date of issue to the Public until after the Notice of Award has been officially issued by the BGJWSC, Prospective Service Providers shall make any and all contact with the BGJWSC through the Purchasing Division, 1703 Gloucester Street, Brunswick, Georgia 31520, email: pcrosby@BGJWSC.org. If it is deemed necessary for contact to be made with any other party within the BGJWSC, Contracts and Procurement shall make arrangements for that contact to take place. Providers who attempt to make direct contact with BGJWSC personnel or elected or appointed officials during the solicitation period may be disqualified from participation or consideration for award.

5.2 Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the Qualification Due Date must be submitted in writing to Pamela Drury-Crosby, Director, Purchasing Division, 1703 Gloucester Street, Brunswick, Georgia 31520. If the requests are submitted to the BGJWSC via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "Inquiry Enclosed" to differentiate such parcels from those containing final RFQ submittals. The deadline for receipt of any and all such inquiries is twelve o'clock noon (12:00 P.M.) on Friday, October 6, 2017. (Please note, this is NOT the RFQ Due Date.) Electronically submitted (faxed and / or emailed) requests for changes and / or time extensions shall be given consideration if they are concise, clearly worded and submitted to the BGJWSC in a timely manner. If communication with the BGJWSC is achieved via facsimile, please include a cover sheet to ensure receipt of correspondence by the Purchasing Division.

5.3 Any inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract and are received by the BGJWSC in a timely manner shall be answered in numbered addenda issued by the BGJWSC. The BGJWSC reserves the right to not respond to inquiries that are received after the deadline, or those whose answers are contained in the solicitation documents or that are deemed inconsequential or trivial in nature and to limit the number of inquiries from any or all Prospective Providers if such inquiries become too numerous, too time consuming or too overbearing to handle in an expedient manner.

5.4 The BGJWSC usually posts addendums no later than seventy-two (72) hours prior to the established or amended RFQ Due Date. For this reason, haste in submitting your response to the BGJWSC is not encouraged. The BGJWSC has established a deadline for addends for this solicitation of Close of Business (5:00 P.M. Eastern Daylight Savings Time), Wednesday, October 13, 2017.

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6.0 VERBAL COMMUNICATION

6.1 From the date of issuance to the Public until after the Notice of Award has been officially issued by the BGJWSC, Prospective Providers shall make any and all contact with the BGJWSC through the Purchasing Division, 1703 Gloucester Street, Brunswick, Georgia 31520, email: pcrosby@BGJWSC.org. If it is deemed necessary for contact to be made with another party within the BGJWSC, the Purchasing Division shall make arrangements for that contact to take place. Providers who attempt to make direct contact with BGJWSC personnel or elected or appointed officials during the solicitation period may be disqualified from participation or consideration for award.

6.2 The BGJWSC, its agents, representatives and / or employees shall not be responsible for any information given by way of verbal communication at any time, or under any circumstances. Valid interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions of the content of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

6.3 Any questions that are received by the Purchasing Staff that are deemed to have an impact or effect upon the selection of the Prospective Provider, the solicitation process or the award of the Contract and are received by the BGJWSC in a timely manner shall be answered in numbered addenda issued by the BGJWSC. The BGJWSC reserves the right to not respond to inquiries that are received after the deadline, or those whose answers are contained in the solicitation documents or that are deemed inconsequential or trivial in nature and to limit the number of inquiries from any or all Prospective Providers if such inquiries become too numerous, too time consuming or too overbearing to handle in an expedient manner.

7.0 ALL-INCLUSIVE FEE PROPOSAL

7.1 Unless otherwise stipulated herein, the fee proposal price(s) provided by the Prospective Provider under separate cover must be all-inclusive, and is / are to be the total price(s) to be paid by the BGJWSC of for the services specified herein. The Selected Provider shall be solely responsible for any and all of the costs associated with obtaining and maintaining licenses, certificates, fees, permits, bonds, and / or insurance required in order to provide the services specified herein, and any and all of the costs associated with labor, personnel, supervision and / or administration necessary to provide the services specified herein; and any and all of the costs associated with lodging, meals, per diem charges, honorariums and / or incidental expenditures incurred by the required and / or requested personnel necessary to provide the services specified herein; any and all of the costs associated with shipping, transportation, delivery and / or mailing charges incurred in order to provide the services specified herein; and any and all of the costs associated with any and all machinery, equipment, tools, materials, goods and / or supplies necessary to provide the services specified herein; and any and all of the costs associated with advertising, customer service and / or customer support necessary to provide the services specified herein in an efficient, lawful and professional manner of the highest standards.

7.2 All pricing submitted to the BGJWSC must be F.O.B. Brunswick, Georgia and must exclude handling, mailing, shipping or delivery costs, warehousing, freight or transportation charges and taxes of any type.

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8.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

8.1 Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered “non-conforming” and / or “non-compliant” and / or “non-responsive” in nature and are subject to disqualification from award consideration.

8.2 The following items must be returned as part of your solicitation response package. Failure to submit all of the requested documentation listed below shall subject your bid response to disqualification from award consideration.

~~**8.2.1 IN THE FIRST ENVELOPE** One (1) completed, notified E-Verify Affidavit(s) plus six photocopies of the same must be submitted, at the time of the solicitation response, under separate cover (in a separate envelope), and placed within the Prospective Provider’s submittal package. This envelope must be clearly and indelibly marked on the outside “E-Verify Documentation Enclosed”, and shall be opened by the BGJWSC to verify the Prospective Provider’s full compliance to the E-Verify Program prior to the actual opening of the Provider’s RFQ solicitation response. Prospective Providers, their Subcontractor(s) and Sub-subcontractor(s) must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor’s Affidavit, the Subcontractor’s Affidavit (if applicable) and the Sub-subcontractor’s Affidavit (if applicable). Under Georgia law, the BGJWSC cannot provide award consideration to any bid response which does not include a completed, notarized E-Verify Affidavit. Solicitation responses that are received without such documentation shall be considered “non-compliant” and / or “non-responsive” and shall be returned, without receiving any type of award consideration, by the BGJWSC immediately following the Bid Opening.~~

FIRST

8.2.2 IN THE SECOND ENVELOPE/PACKAGE – Your qualification package - One (1) signed original and six (6) identical photocopies of the same. The Provider’s solicitation response shall be in a second envelope separate from that containing the E-Verify Affidavit. This second envelope shall contain the Provider’s original RFQ response and six (6) photocopied responses identical to the original. If necessary, additional envelopes may be used for the photocopies, but must be appropriately marked as “RFQ COPIES”.

SECOND

8.2.3 IN THE THIRD ENVELOPE – Any and all information regarding fees, billing rates, per diems, expenses, fee structures, etc., and the requested Suggested / Sample Agreement. This information must be provided in one (1) original and three (3) identical copies. The original and each copy submitted should be originally signed and dated. Fee / Price information and Suggest / Sample Agreement terms and conditions must be included in the submittal package in a separate sealed envelope and should NOT be part of the bound qualification response. Information regarding monetary matters must not appear in the

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Qualification Response Package itself.

8.3 PLEASE NOTE: A valid solicitation response shall consist of:

- ~~one (1) envelope containing the E-Verify Affidavits~~
first (1st)
- a ~~second (2nd)~~ envelope containing one (1) signed, unbound original submittal conspicuously marked "Original" and six (6) sets of permanently bound photocopies that are identical to the original submittal, each conspicuously marked "Copy" and
second (2nd)
- a ~~third (3rd)~~ envelope containing one (1) original and three (3) identical originally signed and dated copies of the Prospective Providers fees / prices and a Suggested / Sample Agreement.

Failure to submit the solicitation response in the manner specified herein ~~or failure to provide E-Verify Affidavits~~ or identical bound copies of the original submittal and the fee structure under separate cover may result in the disqualification of your response from award consideration.

8.4 The envelopes containing the complete qualification response must be placed in an outer sealed, opaque envelope / package and clearly marked as follows:

"RFQ No. 2018-004 – Professional Bond Counsel Services

RFQ Due Date: 12:00 Noon, Tuesday, October 17, 2017"

8.5 The outside of the envelope / package must contain the name, address and a valid contact telephone number for the Prospective Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the BGJWSC via the U.S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated "RFQ Response Enclosed" on the outside to differentiate these parcels from those containing questions or inquiries.

8.6 All solicitation responses must be addressed / delivered to the following:

**BGJWSC Purchasing Division
1703 Gloucester Street
Brunswick, Georgia 31520
(912)261-7127**

8.7 This is a sealed Request for Qualifications (RFQ) solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall not be given award consideration. Any and all responses received in such a manner shall be destroyed in an unread condition by the BGJWSC upon receipt. Simple price quotations received for the services stated herein that are not supported by a formal prepared qualification submittal shall not be accepted nor given award consideration by the BGJWSC. Any such price quotations shall be destroyed, in an unread condition upon receipt.

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9.0 TIMELY RECEIPT OF QUALIFICATIONS AND DELIVERY RESPONSIBILITY

9.1 Time is of the essence; therefore, sealed solicitation responses must be received by the BGJWSC no later than 12:00 NOON, on Tuesday, October 17, 2017, hereafter referred to as the Request for Qualifications (RFQ) Due Date.

9.2 Each Prospective Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The BGJWSC is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to nor delivered to another person, department or location within the BGJWSC. Solicitation responses delivered to the Purchasing Division after the time and / or date specified herein shall not be opened nor given award consideration and shall be destroyed, in an unopened, unread condition by the BGJWSC.

10.0 ADDENDA

10.1 Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions to the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

10.2 If required, addenda shall be issued to all Prospective Providers who are on record as having received the solicitation documents. Distribution of the addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and shall also be made available, free of charge, to all Prospective Providers on the BGJWSC's web site located at <http://www.bgjwsc.org/departments/procurement/>

10.3 Before submitting a solicitation response, Prospective Providers must ascertain that all addenda issued by the BGJWSC have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Provider to assure they have received any and all addenda, and the BGJWSC shall not be held responsible for any oversight and / or omission.

10.4 Prospective Providers are discouraged from contacting the BGJWSC for information regarding the schedule for the issuance of numbered addenda, addenda content, addenda requirements, etc. The BGJWSC shall not be able to entertain such inquiries (submitted verbally or otherwise) or to provide any additional information of any type after the deadline for inquiries has expired. All numbered addenda, in their entirety, shall be made available to all Prospective Providers on the BGJWSC's website located at <http://www.bgjwsc.org/departments/procurement/>

10.5 The BGJWSC usually posts addendums no later than seventy-two (72) hours prior to the established or amended RFQ Due Date. For this reason, haste in submitting your response to the BGJWSC is not encouraged. The BGJWSC has established a deadline for addends for this solicitation of Close of Business (5:00 P.M. Eastern Daylight Savings Time), Wednesday, October 13, 2017.

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10.6 Responses that are prepared and submitted by Prospective Providers without benefit of the data and / or information contained in any and all issued addenda shall be considered “non- conforming” and / or “non-responsive” in nature and may not be given award consideration by the BGJWSC.

11.0 VALIDITY OF RESPONSES

11.1 All responses submitted must be valid for a minimum of ninety (90) days from the Qualification Due Date. All responses shall be irrevocable for this period of time, until the BGJWSC officially awards this solicitation, enters into a Contract for the goods / work / services, issues a Purchase Order for the goods / work / services, officially rejects your company’s / practice’s response or all responses, or officially cancels this solicitation, whichever shall first occur. However, under certain circumstances, the BGJWSC may permit the modification or withdrawal of a solicitation response. Please reference Section 13.0 for further details regarding the circumstances.

11.2 If the solicitation involves or is based upon a Scope of Services, the Provider’s terms, the deliverables and the proposed price(s) must be valid, at a minimum, for the entire initial term of the Contract to be awarded, unless otherwise stated herein.

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12.0 WITHDRAWAL, MODIFICATION AND CANCELLATION OF RESPONSES

12.1 By submitting a response to this solicitation, the Prospective Provider agrees to and attests to the understanding that a sealed response cannot be modified, withdrawn nor cancelled by the Prospective Provider after the time and date designated for receipt of responses has passed. However, under certain circumstances, the BGJWSC may permit the modification or withdrawal of a solicitation response. Please reference Section 13.0 for further details regarding the circumstances.

12.2 Before the time and date designated for receipt of responses has passed, responses submitted early may be withdrawn or cancelled by the Prospective Provider by providing notice to the Purchasing Division. Such notice shall be in writing over the signature of the Prospective Provider, or as otherwise determined satisfactory by the Director of Contracts and Procurement. The requesting Prospective Provider may designate that the withdrawn or cancelled response be destroyed in an unopened condition by the Purchasing Division, or returned, unopened, to the Prospective Provider. If the Prospective Provider designates to have the response returned, unopened, the Prospective Provider must arrange to pick up the unopened solicitation response. Under no circumstances shall withdrawn or cancelled responses be returned to the Prospective Provider at the BGJWSC's effort or expense.

12.3 Sealed responses that are withdrawn or cancelled shall not be opened on BGJWSC's property or in the presence of competing Prospective Providers, nor shall the contents of withdrawn or cancelled responses be discussed with competing Prospective Providers. Violation of this condition shall result in the immediate disqualification of all Prospective Providers who participate in such actions. Based upon the severity of the offense, the BGJWSC may make a determination to bar the offending Providers not only from this solicitation but also from participation in future solicitations for a period of time to be determined and specified by the BGJWSC.

12.4 Withdrawn or cancelled responses may be resubmitted, with or without modification, by a Prospective Provider up until the time and date designated as the Bid Due Date.

13.0 CORRECTION OF CLERICAL OR UNINTENTIONAL ERRORS

13.1 After the opening of the solicitation, mistakes or errors that are discovered by the BGJWSC, Participating Providers or other interested parties may be corrected or a withdrawal of the solicitation response may be allowed in accordance with the provisions of this section.

13.2 Any obvious clerical mistakes, included but not limited to an error in the calculation of a price extension or percentage, the placement of a decimal point, the unintentional reversal of prices or percentages, incorrect FOB destination, or incorrect FOB point of originality may be corrected by the BGJWSC in the Prospective Provider's original solicitation response after written verification that a clerical mistake did occur is received by the BGJWSC from the Prospective Provider.

13.3 Corrections of other errors may be allowed following a written determination by the BGJWSC that the following conditions have been adequately met:

- Evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and

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- The solicitation response both as received and as actually intended is the lowest priced response received.

13.4 If, in the BGJWSC's opinion, there is a significant and obvious disparity between the price of the lowest priced Provider and all of the other Prospective Providers, the lowest priced Provider may be permitted to withdraw their submittal without prejudice upon submission of written evidence and testimony that a non-intentional error did occur in the preparation of the solicitation response. Under these circumstances, the award of the Contract shall go to the next lowest priced, responsive, responsible Provider.

13.5 If there is no clear and convincing evidence that a mistake or error has occurred, the Prospective Provider shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the BGJWSC, such a Prospective Provider shall forfeit their bid security and / or be barred from participating in future solicitations conducted by the BGJWSC.

14.0 NON-REIMBURSEMENT OF EXPENSES

14.1 The BGJWSC shall not be held liable for the reimbursement or payment of any cost(s) incurred by Prospective Providers in the preparation or provision of responses to this solicitation or any other solicitation issued by the BGJWSC, regardless of reason.

15.0 PUBLIC OPENING AND DISCLOSURE

15.1 Properly identified responses received on time shall be publicly opened and the Prospective Service Providers' names read aloud in public. A Responder's Listing shall be prepared by the Purchasing Division and made available via email to Prospective Service Providers and others who submit an emailed request for the information after the RFQ Due Date. Contents of submitted responses may not be examined by or divulged to competing Prospective Providers, other interested parties, or the general public until after a Service Provider has been selected by the BGJWSC and a legally binding Contract has been negotiated and entered into or a Purchase Order for the goods / work and / or service(s) has been issued by the BGJWSC.

15.2 After the solicitation Due Date, any and all responses, other than portions thereof subject to patent or copyright protection, shall become the property of the BGJWSC and shall not be returned, and the BGJWSC reserves the right to utilize any and all such information contained in the responses without further notification to the Provider and without any cost to the BGJWSC.

15.3 After the solicitation Due Date, any and all responses and supportive / accompanying materials shall become the property of the BGJWSC, unless submitted as proprietary material and so marked as such by the submitting party in a clear and unmistakable manner. Qualification submittals that contain a majority of material marked as proprietary shall not be accepted by the BGJWSC nor given award considered.

15.4 All responses shall be handled in a confidential nature, but submitted materials may be subject to disclosure under various Freedom of Information and Public Disclosure acts. Review of responses shall be made available to competing Prospective Providers, other interested parties, and the general public after a Selected Provider has been selected by the BGJWSC and a legally binding contract has been negotiated and entered into and / or a Purchase Order for the goods, work or services has been issued and accepted. All such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts and the BGJWSC's policies.

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16.0 RESERVATION OF RIGHTS

16.1 This solicitation constitutes an invitation to submit prepared qualifications for consideration to the BGJWSC. Without limitation or penalty, the BGJWSC reserves and holds at its sole discretion, the reservation of any and all rights contained herein.

16.2 By responding to this solicitation, the Prospective Provider acknowledges and consents to the terms and conditions set forth herein.

17.0 RIGHT TO AMEND SOLICITATION

17.1 The BGJWSC reserves the right, without prior notice of any kind, to supplement, amend, or otherwise modify this solicitation in any manner that is deemed in the best interest of the BGJWSC.

17.2 The BGJWSC reserves the right to change and / or alter the schedule for any events associated with this solicitation and / or any dates contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the BGJWSC.

17.3 The BGJWSC reserves the right to add to and / or delete from the Scope of Work and / or Scope of Service and / or Line Items and / or requirements and / or specifications set forth and contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the BGJWSC.

17.4 A Prospective Provider by submitting a response to this solicitation agrees to be bound by any modifications made by the BGJWSC.

18.0 RIGHT TO WAIVE TECHNICALITIES / INFORMALITIES

18.1 The BGJWSC reserves the right to waive any and all technicalities and / or minor informalities contained in the solicitation that it deems are not in the best interest of the BGJWSC.

18.2 The BGJWSC reserves the right to waive any and all technicalities, minor informalities and / or irregularities contained in the prepared responses to this solicitation.

19.0 RIGHT TO REQUEST ADDITIONAL INFORMATION / PRESENTATIONS

19.1 The BGJWSC reserves the right to request Prospective Providers to submit additional information and / or to send representatives for interviews and / or presentations.

20.0 RIGHT TO CONDUCT INVESTIGATIONS AND / OR VISITATIONS

20.1 The BGJWSC reserves the right to conduct investigations of the Prospective Providers and their responses to this solicitation, including the verification of any and all references or documentation provided therein, and to request additional evidence to support the information included in any such response.

20.2 The BGJWSC, including its representatives and consultants, reserve the right to visit and / or examine any and all of the facilities referenced in any response and to observe and / or investigate the operations of such facilities. or investigate the operations of any such facilities.

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21.0 RIGHT TO ENTER INTO NEGOTIATIONS

21.1 To the extent deemed appropriate by the BGJWSC, the BGJWSC may select and enter into discussions and negotiations with Prospective Providers who have submitted responses which are found to be reasonably susceptible for award.

21.2 The BGJWSC reserves the right to discontinue negotiations with any selected Prospective Provider at any time, with or without providing notice, with or without stating cause.

22.0 RIGHT TO REJECT RESPONSES / PROVIDERS

22.1 The BGJWSC reserves the right to accept or reject any or all responses, or any portions or components thereof, or to eliminate any or all Prospective Providers responding to this solicitation from further consideration for this procurement, and to duly notify any and all such Prospective Providers of the BGJWSC's determination in the manner the BGJWSC's deems the most convenient.

22.2 The BGJWSC reserves the right to reject any Prospective Provider responses that are submitted by the Prospective Provider using a form and / or format other than the form and / or format stipulated herein and / or provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming in nature.

23.0 RIGHT TO ELIMINATE NON-RESPONSIVE PROVIDERS

23.1 The BGJWSC reserves the right to eliminate from consideration any or all Prospective Providers who submit an incomplete and / or inadequate response or who are not responsive to any and / or all of the requirements of this solicitation.

24.0 RIGHT TO CANCEL SOLICITATION

24.1 This solicitation does not obligate the BGJWSC to select, procure and /or contract for any goods and / or services whatsoever.

24.2 The BGJWSC reserves the right to cancel this solicitation, with or without the substitution of another solicitation, and, if so desired, to terminate this procurement in its entirety at any time. Cancellation of this solicitation may occur with or without cause and with or without prior notification. Cancellation of this solicitation, with or without substitution, shall not result in any liability to any Prospective Provider for any reason whatsoever.

25.0 CONTRACT AWARD

25.1 It is the intent of the BGJWSC to award a Contract to the most-qualified, responsive, responsible Provider(s) for the procurement of the items / services / work specified herein, provided the response submitted by the most-qualified, responsive, responsible Provider(s) has/ have been submitted in accordance with and meets the requirements and / or criteria stipulated in the solicitation package. Only after consideration of any and all determining factors shall the most-qualified, responsive, responsible Provider(s) to be determined. At its

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PART I. SOLICITATION TERMS AND CONDITIONS

discretion, the BGJWSC may award a Contract to one (1) Provider or more than one (1) Provider, as is deemed in the best interest of the BGJWSC.

25.2 The BGJWSC may request or require additional information from and / or a meeting with Prospective Providers before making a final determination of award. Any Prospective Provider who refuses to and / or fails to provide such requested information and / or to meet with the BGJWSC within the time period stipulated by the BGJWSC shall be eliminated from further award consideration.

25.3. Prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) shall be required to enter into a legally binding written **Agreement** or **Contract** or to accept a legally binding **Purchase Order** with the BGJWSC, based upon the requirements, specifications, drawings, terms and / or conditions contained herein and / or stipulated by the BGJWSC. In addition, prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) must submit proof to the BGJWSC of any and all required insurance, licenses, certifications, permits, bonds etc. necessary and / or required herein.

26.0 VENDOR / PROVIDER PROTESTS

26.1 Any actual or Prospective Provider, Bidder, Offer, Contractor or Subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a Contract shall protest to the Purchasing Division, Pamela Drury-Crosby, Director, via email at pcrosby@bgjwsc.org or via fax at (912) 261-7178. A protest with respect to an Invitation for Bids (ITB), Request for Proposals (RFP) or Request for Qualifications (RFQ) must be submitted to the Purchasing Division in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but under no circumstances after five (5) calendar days of notification of award of the contract. The BGJWSC's Purchasing Code shall govern all such matters.

27.0 INSURANCE REQUIREMENTS

27.1 The Selected Provider shall maintain general liability, automobile bodily injury liability and professional liability insurance, issued by an insurance company licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Provider and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives or employees in connection with the Selected Provider's provision of goods and / or service(s) and obligations contemplated by this solicitation. That policy of insurance shall list the BGJWSC, and its employees, appointed officials, contractors or other designees, as additional insured, (with the exception of Workers' Compensation and Professional Liability Insurance which shall be exempt from this requirement) and the Selected Provider shall provide to 's Purchasing Division a Certificate of Insurance reflecting such coverage prior to shipping and / or providing any goods and / or the commencement of work and / or services contemplated in this solicitation.

27.2 The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) day notice to the BGJWSC.

27.3 All policies issued in regard to this solicitation must clearly reference the BGJWSC's solicitation number and the official title of the awarded solicitation.

PART I. SOLICITATION TERMS AND CONDITIONS

28.0 HOLD HARMLESS REQUIREMENT

28.1 Neither the BGJWSC, its staff, its representatives, nor any of its consultants and / or attorneys shall be liable for any claims and / or damages resulting from the invitation, advertisement, collection, review, evaluation and / or tabulation of responses to this solicitation.

28.2 The Selected Provider shall indemnify and hold harmless the BGJWSC , and any and all elected officials, employees, contractors, representatives or agents of the BGJWSC , from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto referred to as “Indemnified Costs”] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks or warranties of the Selected Provider contained in this solicitation or their response thereto, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives or employees in connection with the Selected Provider’s provision of goods and / or work and / or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute of limitation.

29.0 NONDISCRIMINATORY REQUIREMENTS

29.1 The Selected Service Provider agrees that in connection with the performance of providing the goods and / or work and / or service(s) under this solicitation or any resultant contract, the Provider (and / or his Subcontractor[s] and / or Supplier[s]) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, gender identity, national origin and / or disability. The aforesaid provision shall include, but shall not be limited to, the following: employment, promotion, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, overtime or compensatory time consideration and / or any other forms of compensation, and / or selection for training, including apprenticeship. The Provider (Subcontractor[s] / Supplier[s]) agrees to post statements of non-discrimination practices in conspicuous places, available for employees and applicants for employment to see that clearly sets forth the provisions of this nondiscrimination practices clause.

30.0 ETHICS REQUIREMENTS

30.1 Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of any monetary value whatsoever to any official, employee, representative and / or agent of the BGJWSC for the purpose of influencing consideration and / or award of this solicitation. Violation of this clause shall result in the immediate elimination of the Provider’s response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider’s representative(s) and the BGJWSC employee(s), if found to be compliant or in / or collusion therewith.

30.2 No Public Official, employee, representative and / or agent of the BGJWSC shall gain any form or type of personal or financial benefit from a decision relating to the award of this contract.

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PART I. SOLICITATION TERMS AND CONDITIONS

30.3 No public official, employee, representative and / or agent of the BGJWSC shall engage in any discussions with Prospective Service Providers or others that may influence, in any manner, pro or con, the award of this contract. Discussions or conversations for the legitimate purpose of investigating the soundness or qualifications of a potential Selected Provider to perform as required under the terms and conditions of a proposed BGJWSC contract shall by their nature be exempt.

END OF PART I. SOLICITATION TERMS AND CONDITIONS

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PART II. SCOPE OF SERVICES TO BE PROVIDED

1.0 INTRODUCTION / PURPOSE FOR SOLICITATION

1.1 The purpose for the issuance of this Request for Qualifications (RFQ) is to solicit qualifications from individuals / practices / businesses (hereafter referred to as “Prospective Providers” or “Providers”) who have experience or specialize in providing professional bond counsel services to government entities and / or agencies. In order to perform the required Services to the complete satisfaction of the BGJWSC, a Provider must possess the capabilities, expertise and service commitments necessary to excel in all areas of the Services requested herein.

1.2 Each qualification response package submitted in accordance with the stated terms and conditions of the solicitation shall be evaluated by an Evaluation Committee. The BGJWSC, at its sole discretion, shall determine the criteria and the process whereby qualifications shall be evaluated and an award determination rendered. No damages of any type shall be recoverable by any Challenger as a result of these determinations or decisions by the BGJWSC. Each qualification response package shall be evaluated on a combination of factors that shall be defined and stated within this solicitation.

1.3 The Provider who is deemed by the BGJWSC to represent the most-qualified, responsive, responsible Provider shall be expected to enter into a contractual arrangement with the BGJWSC, to work collaboratively with the BGJWSC and / or the BGJWSC’s Legal Counsel to represent the best interest of the BGJWSC. If the BGJWSC so desires and the Selected Provider’s services are deemed satisfactory during the initial Term of Service, the BGJWSC may, as an option, extend the Selected Provider’s Contract for Services as stipulated herein.

2.0 REQUIRED RESPONSIBILITIES / DUTIES / SCOPE OF SERVICES

2.1 Prepare drafts of required BGJWSC resolutions and / or ordinances, including the Bond Resolution and Sale Resolution to be adopted and approved by the BGJWSC Commission;

2.2. Participate, along with the Finance Director, BGJWSC Attorney, Financial Advisor and designated Underwriter, in reviewing and recommending proposed financing structures for the financings;

2.3 Prepare and conduct presentations before BGJWSC staff and BGJWSC Committees and Commission on legal components of financing plan;

2.4 from taxation of the interest paid on Refunding Bonds, and documentation of (a) Tax Regulatory Agreement, and (b) Post Issuance Tax Compliance procedures, if required;

2.5 Prepare and file bond validation proceedings as required by law;

2.6 Prepare all closing certifications and handle post-issuance state and Federal filings in respect of Refunding Bonds; and

2.7 Issue a Bond Counsel opinion as to the validity and tax-status of the interest on the Bonds.

PART II. SCOPE OF SERVICES TO BE PROVIDED

3.0 GENERAL TERMS AND CONDITIONS REGARDING CONTRACT AWARD

3.1 If the Selected Provider does not execute a contract with the BGJWSC within fifteen (15) calendar days after the receipt of Notice of Award, the BGJWSC reserves the right to award the contract to the next most-qualified, responsive, responsible Provider.

3.2 All information, data, reports and records necessary for the Provider to perform the requested Services shall be furnished to the Service Provider without charge by the BGJWSC, and the BGJWSC shall pledge to cooperate with the Service Provider in every way possible in the Provider's performance of the Services.

3.3 The BGJWSC shall have the right to terminate the contract without cause. Termination of contract will be effective twenty (20) calendar days from the date of an official notice of Intent To Terminate. In this event, the Service Provider shall be entitled to just and equitable compensation for any and all services satisfactorily completed prior to the established termination date.

3.4 For the purpose of this solicitation, a calendar day shall be defined as any day of the week that appears on a standard calendar, Sunday through Saturday, including holidays normally observed by the BGJWSC, and / or other government entities.

3.5 For the purpose of this solicitation, a work day shall be defined as any day of the week, Monday through Friday, classified as a "normal work day", excluding holidays normally observed by the BGJWSC. Legal holidays, national holidays or furlough days observed by other government entities, but not usually observed by the BGJWSC, shall be classified as "normal work days".

3.6 No analysis, evaluations, reports, policies, procedures, protocols, information or data provided to and / or prepared by the Service Provider under this contract shall be made available to any individual or organization without prior written approval and consent from the BGJWSC. Any and all work performed by the Selected Provider while under this contract shall be the sole property of the BGJWSC, and shall not be used by the Service Provider for the purpose of advertising, references, examples and / or samples of work performed without prior written approval and consent from the BGJWSC.

4.0 QUALIFICATION FORMAT / CONTENT GUIDELINES

4.1 Qualified and interested Prospective Service Providers are to provide the BGJWSC, with a thorough and complete response package using the following guidelines:

- All qualification response packages shall be typed using no less than a 10-point font size, and shall contain no more than thirty (30) pages.
- Page count shall include any introductory letters, transmittal sheets and the résumés of key individuals, but shall exclude the front and back covers, Prospective Provider's Contact Information Sheet, Table of Contents pages, index sheets or tabs, tables, charts, or other requested graphic exhibits.

PART II. SCOPE OF SERVICES TO BE PROVIDED

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- Information requested by the BGJWSC under separate cover shall not be included in the total qualification response package page count.
 - Requested brochures, technical data sheets, schematics, drawings, warranties, service agreements, maintenance agreements, sales literature, etc. shall not be included in the total qualification response package page count.
 - All qualification response packages should be straight forward, concise and provide “layman” explanations of any and all technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ requirements and on providing a complete and clear description of your company’s / practice’s offering and how it represents the best overall value to the BGJWSC.
 - Qualification response packages that appear unrealistic in the terms of commitment or staffing / personnel needs, or that appear to lack competency or integrity or are indicative of a failure to fully comprehend the complexity and inherent risks of the proposed Contract may be rejected by the BGJWSC.

4.2 Qualification response packages do not have to be professionally produced nor professionally packaged, but shall be neat and orderly in appearance and well organized. To be considered substantive, a qualification response package must respond to all requirements of the RFQ. Prospective Providers should provide any other information thought to be relevant to the RFQ and your company’s / practice’s capability to provide the services requested. The following sections / content must be included in the Prospective Provider’s response package in order for the response to be considered “responsive”, and shall appear in the following order to facilitate the ease of perusal and evaluation by the Committee:

- **Front Cover**

May be plain, decorated, opaque, translucent, plastic, cardboard, heavy- weight stock, paper, etc. The only thing the BGJWSC is interested in is the fact that a front cover has been provided for the qualification response package.

- **Prospective Provider’s Contact Information Sheet**

The Prospective Provider’s Contact Information Sheet contained in this RFQ packaged shall be completed and signed by an individual authorized by the Prospective Provider to legally bind their company / practice.

The address and other contact information provided on this sheet shall be that of the Provider’s office from which the BGJWSC’s Contract shall be managed, therefore, it ideally also represents the Provider’s location closest to the BGJWSC.

The Prospective Provider’s Contact Information Sheet shall be the first sheet of each Provider’s response packages. Please do NOT cover the Prospective Provider’s Contact Information Sheet with a fly leaf, blank sheet of paper, index or tab page, Letter of Introduction, Table of Contents, etc. When the cover of the qualification response package is opened, this should be the first page that is seen.

PART II. SCOPE OF SERVICES TO BE PROVIDED

- **Prospective Provider's Sworn Statement**

The Prospective Provider shall provide a notarized statement that certifies the Prospective Provider and their subcontractors (if any) and / or staff members have no conflict of interest pertaining to this RFQ and have not, in any manner, entered into a collusive arrangement of any type to their benefit or the benefit of any person or parties associated with and / or employed by the BGJWSC.

- **Table of Contents or Index of Contents**

Prospective Providers must use dividers of some type to separate sectional content. Dividers may be plain paper, plastic, heavy-weight stock, tabbed or untabbed, but tabbed dividers are preferred by the BGJWSC as they do facilitate the ease of perusal and content evaluation.

- **Letter of Introduction (or Cover Letter) / Executive Summary (or Project Summary) Section**

The Letter of Introduction (or Cover Letter) / Executive Summary (or Project Summary) shall not exceed three (3) pages in length. This section shall summarize key elements of the Prospective Provider's understanding of the BGJWSC's needs and the key elements of the Provider's offering that will directly address those needs and, thus, make the Provider the most-qualified Provider. If it is necessary for the BGJWSC to prepare an Executive Summary of this solicitation, the information contained in this section must be extractable and of such a nature that it shall function as the Executive Summary.

An individual authorized by the Prospective Provider to legally bind the Provider shall sign the Letter of Introduction (or Cover Letter). The prepared letter / summary shall clearly stipulate that the contents of the qualification response package and the proposed cost(s) or fee schedule(s) shall be valid during the full initial term of the Contract.

Information you must include in this section:

1. Details of your understanding of what the BGJWSC is seeking in regards to the services / Work requested.

Information you may also wish to include in this section:

1. Provide a brief description of your firm's / practice's background, history, and ownership structure, including any parent, affiliated or subsidiary company(ies), and any business partners.
2. Provide a brief description of the Scope of Services / Scope of Work your firm / practice can provide in response to this RFQ.
3. Provide a comment regarding your firm's / practice's average annual revenue / financial stability.

PART II. SCOPE OF SERVICES TO BE PROVIDED

4. Provide a brief description of your firm's / practice's quality assurance program, if any, and the applicable procedures.

• **Methodology / Approach Section**

The Methodology / Approach section shall provide a detailed description and / or outline of the approach and methodology the Prospective Provider shall use to accomplish the services / work requested by the BGJWSC in thisRFQ and how the Prospective Provider intends to achieve the BGJWSC full satisfaction with their performance of the required tasks.

At a minimum, this section of the response packaged shall include specific details of the processes and procedures the Prospective Provider intends to employ to perform the service and / or work and information regarding the quality assurance measures the Prospective Provider will put into place to ensure the services / work provided meets or exceeds the BGJWSC's expectations.

Any additional information that substantiates or supports the Prospective Provider's professional abilities / skills and their experienced capabilities to accomplish the tasks associated with this Contract should also be detailed in this section.

Information you must include in this section:

1. Describe in as much detail as possible how you or your firm / practice would approach and perform the services / work requested by the BGJWSC.
2. Provide a proposed Action Plan. This Plan of Action must be realistic, must be time-based and must have relevancy to meeting the BGJWSC's objectives.
3. Provide a synopsis of your knowledge of the BGJWSC of and the issues, pro and con, that may play a role in providing the services / work requested.

Information you may also wish to include in this section:

1. Does your firm / practice have a written Code of Conduct or a set of standards for professional behavior? If so, describe how the code or standards are monitored and enforced, and by whom.
2. Describe how your firm's / practice's recommendations to clients are reviewed and monitored by your organization to ensure they are sound and represent the highest standards, best practices possible.
3. Describe any potential conflict of interest issues your firm / practice might have in providing the required services / work to the BGJWSC.
4. Describe how your firm / practice identifies and manages conflicts of interest when they do arise.

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• **Experience and Qualifications Section**

The Experience and Qualifications section shall describe the Prospective Provider's familiarity with providing services / work of a similar scope and a similar size and of a similar complexity to businesses or governments with similar needs.

Information you must include in this section:

1. Provide a brief description of your firm's / practice's background and discuss your firm's / practice's specific experience in the area of providing the requested services / work.
2. Provide information regarding the number and types of similar projects / contracts that your firm / practice has participated in within the past seven (7) years with emphasis upon projects / contracts involving a similar scope and similar size and similar complexity for other municipalities / government entities / agencies.
3. Provide full disclosure of any prior and / or existing legal actions in which your firm / practice is connected in any manner as a direct, or indirect, result of providing or participating in any similar projects / contracts. Litigation or potential litigation involving the performance of any similar projects / contracts, or the lack thereof, breach of confidentiality and / or conflict of interest matters shall also to be fully disclosed in this section. NOTE: The failure of any Provider to make full and complete disclosure as requested herein will result in an immediate termination of any contract awarded.

Information you may also wish to include in this section:

1. Provide a more comprehensive description of your firm's / practice's background, history, and ownership structure, including any parent, affiliated or subsidiary company(ies), and any business partners.
2. Detail any significant developments in your organization such as changes in ownership, restructuring, staff reductions or expansions or personnel reorganizations that might be significant to the award of this contract.
3. Detail any anticipated changes in your organization that may take place in the immediate to near future and may have a direct or indirect bearing on the BGJWSC's contract or the performance of the services / work by your firm.
4. Within the last seven (7) years, has your organization or an officer or principal been involved in litigation or any other legal proceedings related to providing similar services / work for clients? If so, please provide an explanation and indicate the current status or disposition of each situation.

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5. Has your firm ever been censured by any regulatory body or legal entity? If so, please describe the situation and the circumstances. Give complete details regarding the name and address of the censuring or regulating body or legal entity and the exact nature of the censure itself. Failure to disclose information regarding your firm's / practice's censure by a regulatory body or legal entity may result in the immediate termination of a contract award if such information is brought to the BGJWSC's attention after the award of the contract.

• **Workload and Distribution Capabilities and Past Sales Performance**

In this section, Prospective Providers shall provide the BGJWSC with the existing workload of the personnel / staff that shall be assigned to this Contract and demonstrate their ability to meet or exceed the BGJWSC expectations without either a compromise in quality or a delay in the Project's timeline / schedule, if any, or a delay in the services provided.

In this section, Prospective Providers shall also provide a list of the individual(s) who shall be assigned to work on the BGJWSC's contract in the capacity of a Supervisor or greater, and shall indicate the function(s) each person shall perform and the areas of responsibility each shall assume.

Additional information that Providers wish to have considered such as professional awards, performance recognitions, memberships, specialized training, etc. should also be included in this section.

NOTE: Upon award of the Contract and during the term of the Contract, if the Selected Provider chooses to assign different personnel / staff members to the service / work in the capacity of Supervisor or greater, the Provider must submit their names, contact information, qualifications and other information listed herein to the BGJWSC for approval prior to that person commencing work upon the Contract.

• **Financial Stability and Strength**

Services / work provided under this Contract shall NOT be performed by nor delegated to any person or entity other than the Provider without the expressed written consent and authorization from the BGJWSC, unless otherwise stipulated herein. Under no circumstances will the BGJWSC allow or permit the services described herein to be subcontracted or assigned without prior written consent.

Information you must include in this section:

1. Submit a brief listing of other projects / contracts, major and minor, to which the Provider's personnel / staff members who are assigned to the BGJWSC Project will also be assigned. Detail the division of time the personnel are anticipated to devote to each of the projects / contracts to which they are assigned.

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2. Submit brief résumés for all key personnel / staff members (Supervisors or greater) who will have work assigned to them under the Project / Contract or have an involvement with the Project / Contract in a supervisory capacity or greater.
3. Provide a description of the role and responsibilities each employee / staff member assigned to the project / contract will assume.
4. Provide details regarding the size of your staff and the current availability of staff members to immediately begin working on the BGJWSC project / contract and devote a majority of their time to the Contract / Project.

Information you may also wish to include in this section:

1. Provide the number of supervisors / team leaders / work force members employed / staff members with your firm / practice and the average length of time the majority of the consultants / service providers / staff members have been employed by your firm / practice.
2. Provide an organizational chart of your firm / practice.
3. Provide more detailed educational and career information for each of the employees / staff members that will be assigned to work on the BGJWSC contract.
4. Provide a description of the role and responsibilities each employee / staff member assigned to the project / contract will assume.
5. Provide your team's experience with performing services / work for other businesses or other public sector entities.
6. State whether the individuals who will be assigned to the BGJWSC project / contract have any responsibilities or areas of expertise other than those necessary to provide the services / work requested, and if so, specify those responsibilities or areas of expertise.
7. Describe your firm's / practice's backup procedures in the event key personnel / staff members assigned to the BGJWSC contract should leave your firm / practice, or be unable, for whatever reason, to perform their duties for a period of time, or be transferred or promoted to another department or division, or express a desire to be assigned to another project / contract.

- **Back Cover**

May be plain, decorated, opaque, translucent, plastic, cardboard, heavy-weight stock, paper, etc. The only thing the BGJWSC is interested in is the fact that a back cover has been provided for the qualification.

PART II. SCOPE OF SERVICES TO BE PROVIDED

- **Qualification Response Package Binding**

The ORIGINAL qualification response package shall NOT be bound and shall be conspicuously marked "ORIGINAL". ALL COPIES of the Qualification Response Package SHALL BE IDENTICAL TO THE ORIGINAL and SHALL BE BOUND IN A PERMANENT MANNER and shall be conspicuously marked "COPY".

The binding employed may be as complex as a glued binding or simple as a spiral binding, but it must be secure and permanent in nature. Three-ring binders, duo-tangs, paper clips, binding clips and staples are NOT considered permanent binding materials by the BGJWSC and should not be employed by Prospective Providers for this purpose.

4.3 The following information shall be provided for discussion purposes and negotiations ONLY. Any and all information regarding fees, billing rates, per diems, expenses, fee structures, etc. must be provided, in triplicate, in a separate sealed envelope and should not be part of the bound qualification response. Information regarding monetary matters must not appear in the qualification response package itself.

- **Suggested / Sample Agreement**

Please provide a suggested / sample agreement that may be used by the BGJWSC as a DRAFT for the preparation of an agreement to engage your services, if so desired.

NOTE: The BGJWSC will reserve the right to decline acceptance of any Prospective Provider's suggested / sample agreement, any or all suggested / sample terms and conditions, and reserves the right to accept only those elements of any suggested / sample agreement that the BGJWSC feels are in the BGJWSC best interest. The BGJWSC reserves the right to set aside the Prospective Providers' suggested / sample agreement and to prepare an agreement without the benefit of input from the Prospective Provider.

- **References Section**

In the References section, the Prospective Provider will provide relevant information on those for whom they have provided similar services. The references provided must be no more than seven (7) years old and must include a valid contract name, contract contact information, the dates services / work were provided and the scope or nature of the services / work provided.

Information you must include in this section:

1. Provide a list of no less than four (4) and no more than six (6) professional references who have consented to answer questions in regard to your firm's / practice's performance and qualifications in providing the required services / work. Current, valid contact information including companies / governments names, representatives' names, contract numbers / titles, street addresses, mailing addresses, telephone numbers and email addresses shall be provided for each reference included in this section.

PART II. SCOPE OF SERVICES TO BE PROVIDED

Information you may also wish to include in this section:

1. Provide the address of your headquarters / corporate office and the addresses of any offices that may service the BGJWSC's contract.
2. Provide a listing of any public sector clients who have terminated a business or contractual relationship with your firm / practice during the past seven (7) years and provide their reasons for doing so. A valid client name, contact name, address, telephone number and email address must be provided for each client listed.

5.0 EVALUATION CRITERIA / BASIS OF AWARD

5.1 The BGJWSC evaluation and selection process will be a qualifications-based selection process for professional services / work. Qualification response packages will be evaluated to determine the best overall RFQ conformance and the most-qualified offering to the BGJWSC for the services / work proposed by the most responsive, responsible Provider. The BGJWSC will use some or all of the following criteria for evaluating and comparing the qualification response packages submitted. The specific criteria listed are not necessarily all-inclusive and the order in which they appear is not intended to indicate their relative importance to one another. Evaluation of the qualification response packages shall initially be based upon a one hundred (100) point scoring system. The scoring range for each criterion is provided below:

- The Prospective Provider's methodology, approach and capabilities to perform the **Scope of Services** / tasks, including their understanding of the services / work desired, compliance with the BGJWSC's requirements, responsiveness to the RFQ; the thoroughness of the procedures, methods, and techniques to be utilized in the Provider's proposed process; the timeline / schedule (if required), and the willingness of the Provider to tailor their processes / methods to conform to the BGJWSC's needs and input. **0 to 60 points**
- The Prospective Provider's experience and qualifications. The Provider's professional ability and experienced capabilities to perform the services / tasks required in an excellent manner. Recent experience in conducting similar scope, complexity and magnitude of services / work for others. The education, qualifications and experience of the Prospective Provider's team, their length of time in business / practice and other matters related to relevant experience. **0 to 20 points**
- The Prospective Provider's specific **financial stability and strength** of the firm. **0 to 10 points**
- The Prospective Provider's **references**. **0 to 10 points**

5.2 In addition to the evaluation and scoring of the qualification response packages, the BGJWSC may also wish to conduct Provider interviews or to have the Providers demonstrate their capabilities through a prepared presentation. If either is employed in the evaluation process, a separate scoring system shall be assigned to this segment of the Provider's evaluation, in which case each Provider's overall score shall exceed the one hundred (100) points stated herein.

PART II. SCOPE OF SERVICES TO BE PROVIDED

6.0 PRESENTATIONS AND DEMONSTRATIONS

6.1 If, in the opinion of the BGJWSC, interviews and / or presentations by Prospective Providers are desired as part of the evaluation process, the BGJWSC, will notify the selected Providers and will make arrangements for such interviews and / or presentations. The Providers selected to be interviewed and / or make a presentation will be given equal notification and will be provided with an equal amount of time for their interview and / or presentation. The BGJWSC reserves the right to present questions and / or make other inquiries of the Providers as a part of the interview / presentation process. All such interviews and / or presentations will be conducted at the convenience of the BGJWSC.

7.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

7.1 Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses will not be given award consideration. Responses submitted using forms or formats not included herein will be considered “non-conforming” and / or “non-compliant” and / or “non-responsive” in nature and are subject to disqualification from award consideration.

7.2 The following items must be returned as part of your solicitation response package. Failure to submit **all** of the requested documentation listed below will subject your qualifications response to disqualification from award consideration.

7.2.1 IN THE FIRST ENVELOPE- One (1) completed, notarized E-Verify Affidavit(s) plus six photocopies of the same must be submitted, at the time of the solicitation response, under separate cover (in a separate envelope), and placed within the Prospective Provider’s submittal package. This envelope must be clearly and indelibly marked on the outside “E-Verify Documentation Enclosed”, and shall be opened by the BGJWSC to verify the Prospective Provider’s full compliance to the E-Verify Program prior to the actual opening of the Provider’s bid solicitation response. Prospective Providers, their Subcontractor(s) and Sub-subcontractor(s) must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor’s Affidavit, the Subcontractor’s Affidavit (if applicable) and the Sub-subcontractor’s Affidavit (if applicable). Under Georgia law, the BGJWSC cannot provide award consideration to any bid response which does not include a completed, notarized E-Verify Affidavit. Solicitation responses that are received without such documentation shall be considered “non-compliant” and / or “non-responsive” and shall be shredded, without receiving any type of award consideration, by the BGJWSC immediately following the Bid Opening.

7.2.2 IN THE SECOND ENVELOPE/PACKAGE – Your qualification package - One (1) signed original and six (6) permanently bound, identical photocopies of the same. The Provider’s solicitation response will be in a second envelope separate from that containing the E-Verify Affidavit. This second envelope will contain the Provider’s original RFQ response and six (6) permanently bound photocopied responses identical to the original. If necessary, additional envelopes may be used for the photocopies, but must be appropriately marked as “RFQ COPIES”.

PART II. SCOPE OF SERVICES TO BE PROVIDED

7.2.3 IN THE THIRD ENVELOPE – Any and all information regarding fees, billing rates, per diems, expenses, fee structures, etc., and a suggested / sample agreement. This information must be provided in one (1) original and three (3) identical copies. The original and each copy submitted should be originally signed and dated. Fee / Price information and suggested / sample agreement terms and conditions must be included in the submittal package in a separate sealed envelope and should NOT be part of the bound qualification response. Information regarding monetary manners must not appear in the qualification response package itself.

7.3 PLEASE NOTE: A valid solicitation response shall consist of one (1) envelope containing the E-Verify Affidavits, a second (2nd) envelope containing one (1) signed, unbound original submittal conspicuously marked “Original” and six (6) sets of permanently bound photocopies that are identical to the original submittal, each conspicuously marked “Copy” and a third (3rd) envelope containing one (1) original and three (3) identical signed and dated copies of the Prospective Providers fees / prices and a Suggest / Sample Agreement. Failure to submit the solicitation response in the manner specified herein or failure to provide E-Verify Affidavits_or identical bound copies of the original submittal and the fee structure under separate cover may result in the disqualification of your response from award consideration.

7.4 The envelopes containing the complete qualification response must be placed in an outer sealed, opaque envelope / package and clearly marked as follows:

“RFQ No. 18-004– Professional Bond Counsel Services

RFQ Due Date: 12:00 NOON – Tuesday, October 17, 2017”

7.5 The outside of the envelope / package must contain the **name, address and a valid contact telephone number** for the Prospective Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the BGJWSC via the U.

S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated **“RFQ Response Enclosed”** on the outside to differentiate these parcels from those containing questions or inquiries.

7.6 All solicitation responses must be addressed / delivered to the following:

BGJWSC Purchasing Division
1703 Gloucester Street
Brunswick, Georgia 31520
Telephone:(912) 261-7100

7.7 This is a sealed Request for Qualifications (RFQ) solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall not be given award consideration. Any and all responses received in such a manner shall be destroyed in an unread condition by the BGJWSC upon receipt. Simple price quotations received for the services stated herein that are not supported by a formal prepared qualification submittal shall not be accepted nor given award consideration by the BGJWSC. Any such price quotations shall be returned to the submitting proposer, in an unread condition upon receipt.

PART II. SCOPE OF SERVICES TO BE PROVIDED

7.8 Time is of the essence; therefore, sealed solicitation responses must be received by the BGJWSC no later than 12:00 NOON, Tuesday, October 17, 2017, hereafter referred to as the Request for Qualifications (RFQ) Due Date.

7.9 Each Prospective Service Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The BGJWSC is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to or delivered to another person, department or location within the BGJWSC. Solicitation responses received by the Purchasing Division after the time and / or date specified above shall not be opened or given award consideration and shall be destroyed by the BGJWSC upon receipt.

7.10 Before submitting a qualification response package, Prospective Providers must ascertain that all addenda issued by the BGJWSC have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Provider to assure they have received any and all addenda, and the BGJWSC shall not be held responsible for any oversight and / or omission. Responses that are prepared and submitted by Prospective Providers without benefit of the data contained in any and all issued addenda shall be considered “non- conforming” and/or “non-responsive” and shall not be given award consideration.

7.11 Please refer to the BGJWSC Invitation to Participate, and Part I, Solicitation Terms and Conditions for other information relevant to the submittal of a valid response package.

***** END OF PART II. SCOPE OF SERVICES TO BE PROVIDED*****

PROVIDER CONTACT SHEET

RFQ NO. 18-004

Contract for Professional Bond Counsel Services for the Brunswick-Glynn County Joint Water and Sewer Commission

I certify that I am an officer / authorized representative of the firm listed hereon and that the information, offerings and prices provided in this solicitation response accurately represent the capabilities of my firm in regards to providing the services and / or goods indicated. The BGJWSC, is hereby authorized to request any officer and / or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify information provided by me or in regard to the reputation and / or capabilities of my firm. I hereby bind my firm and on their behalf agree to furnish the services and / or goods as specified in the solicitation package, and subject to all instructions, terms, conditions, specifications, addenda, drawings, et cetera, at the prices listed hereon. I hereby attest I have read the solicitation documents, including all attachments, specifications, and drawings and believe I fully understand the BGJWSC's requirements and needs.

My/Our company is a: Sole Proprietor Corporation Partnership Joint Venture

Company Name: _____

Address: _____

Address: _____

City/State / Zip: _____

Federal ID Number: _____

Telephone Number: _____

Fax Number: _____

Web Address, if any: _____

Name: _____

Title: _____

Email Address: _____

Cell Phone Number: _____

Signature: _____

Date: _____

This page must be completed and should be the first page of each and every response included in a submittal. A valid submittal shall consist of one (1) signed, unbound original conspicuously marked "ORIGINAL" and six (6) permanently bound photocopies that are identical to the original and are conspicuously marked "COPY". Failure to submit the response in the manner detailed stated herein or failure to enclose additional requested documentation, if any, may result in the disqualification of your submittal.