



**Brunswick-Glynn County
Joint Water and Sewer Commission**

Request For Proposals No. 19-015

**Engineering Services
Odor Control Study for
Academy Creek Water Pollution Control Facility
for the
Brunswick-Glynn County Joint Water and Sewer Commission**

Wednesday, February 27, 2019

Deadline for questions is Friday, March 15, 2019, no later than 5:00 p.m. EST.

**Questions must be directed in writing (via e-mail) to the
Purchasing Director, Pamela Drury-Crosby, email- pcrosby@bgjwsc.org**

Responses Due by:

12:00 NOON, EST Friday, March 29, 2019 to:

**Purchasing Division
Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7127**

**Submit responses in hard copy only; electronic or fax responses will not be accepted.
Responses received after the deadline or at any other locations will not be accepted.**

FOR COMPLETE DETAILS OF THIS SOLICITATION, please visit the BGJWSC website, utilizing the following link:

<http://www.bgjwsc.org/departments/procurement/>

**BRUNSWICK-GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION**

REQUEST FOR PROPOSAL

**Engineering Services For Odor Control Study
Academy Creek Water Pollution Control Facility**

1.0 INTRODUCTION

The BGJWSC is seeking proposals to study appropriate odor control strategies to eliminate odor complaints in the areas surrounding the Academy Creek Water Pollution Control Facility. There are 8 upstream pump stations that discharged directly into the Academy Creek gravity basin. The study to be performed is to determine if it is more cost effective to treat odors at the upstream stations or treat the odor once it reaches the WPCF. Recommendations should be made on type of odor control strategies that are most cost effective. 20 Year life cycle cost analyses should be provided for alternatives. Ongoing SPLOST projects will provide odor control at 4003 and 4035. The design of any improvements may be contracted at a later date depending on funding.

Please provide the following in your proposal:

1. Proposed Scope of Work
2. Similar Projects Performed by Staff
3. Price Proposal

*Note: Several of these pump stations have either recently been upgraded or are in the process of being upgraded. As such, influent flow numbers aren't reliable for those stations. Instead, normal flow design pumping rates are included. A map of these locations is provided as Exhibit A.

Location	Address	Average Daily Flow (gpd)	Updated Design Pump Rate (gpm)
4002	1309 Reynolds Street	886,003	
4003	2020 Newcastle Street		1,800
4005	3415 Stonewall Street		1,180
4006	3868 Altama Avenue		4,500
4010	2706 Gordon Street	60,743	
4017	2845 Parkwood Drive	693,894	
4028	100 Bishop Lane		3,330
4035	3850 Ross Road		5,000
WPCF	2909 Newcastle Street	7,800,000	

2.0 SPECIAL CONDITIONS

The Engineering Consultant will be provided access to any pertinent system information in the possession of the JWSC. Consultant shall be responsible for obtaining any additional information needed for their evaluation and design. Additional investigation activities will be the responsibility of the design firm. Any costs involved with additional information are the responsibility of the Engineering Consultant.

The Consultant is to complete the study within **60 days** of receiving a signed notice to proceed. Each firm's experience and qualifications will be evaluated primarily as they relate to the firm's ability to provide **Engineering Services For Odor Control Study for Academy Creek Water Pollution Control Facility.**

The BGJWSC will make an award only to a responsible firm possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as firm integrity, compliance with public policy, record of past performance, and financial and technical resources. Specifically, the JWSC seeks offers from firms who have extensive experience of a similar scope and size.

This is a qualifications-based procurement of professional engineering services whereby competitors' qualifications will be evaluated and the most qualified firm will be selected, subject to negotiation of fair and reasonable compensation.

The BGJWSC has exclusive and sole discretion to determine the firm whose services will be most advantageous to the BGJWSC, and reserves the right to reject all firms. The purpose of this inquiry is to determine the interest or non-interest and the qualifications of firms in providing the professional services required. A number of firms may be asked to express their interest in regard to these services in the form of a Proposal. Following the receipt of Proposals, a certain firm or firms may be selected for further consideration.

This project is funded through SPLOST V proceeds from the City of Brunswick. BGJWSC desires to complete this project in a timely and cost effective manner and communicate those results to the general public accordingly. The overall solicitation and project milestone target schedule is listed below:

Project Milestone	Target
Deadline for Questions	Friday, March 15, 2019
Proposals Received	Friday, March 29, 2019
Evaluation and Award of Services	April 2019
Contract Execution	April 2019
Study Delivered	June 2019

3.0 INFORMATION REQUESTS AND INSTRUCTIONS FOR PROPOSAL SUBMITTAL

Additional information and clarifications desired by a Proposer shall be requested from the BGJWSC in writing and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proposer. Every request for such clarification shall be in writing (email) addressed to Pamela Crosby at pcrosby@bgjwsc.org. Any verbal statements regarding same by any person prior to the award shall be considered not authoritative and not binding.

Addenda issued to Proposers prior to the date of receipt of Proposals shall become a part of the RFP and Proposals shall include the work described in the Addenda. No inquiry received within five days of the date fixed for the submission of Proposals will be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Proposers, not later than five days prior to the date fixed for the submission of Proposals **(no later than 5:00PM EST on Wednesday, March 20, 2019)**.

Please limit your responses to a total of forty (40) pages to include all required forms. All Please submit an original plus (2) copies and (1) electronic version of the proposal. Each proposal should be prepared simply and economically, providing straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP as stated in Section 1.0. Fancy binding and color displays other than those necessary are highly discouraged.

Proposals are due by 12:00 noon (EST) on Frid, March 29, 2019. Mandatory label required on outside of envelope: "Request for Proposals 19-015 for Engineering Services for Odor Control Study for the Academy Creek Water Pollution Facility." Proposals are due by the time and on the date listed above. **ALL LATE PROPOSALS FOR WHATEVER REASON WILL BE RETURNED UNOPENED.**

4.0 RESERVED RIGHTS

The BGJWSC reserves the right to accept or reject any and/or all proposals, to waive irregularities, technicalities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items, and to re-advertise for submissions. There is no obligation on the part of the JWSC to award the contract to the lowest proposer.

The BGJWSC reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting contracts most advantageous and in the best interests of the BGJWSC. The BGJWSC shall be the sole judge of the proposals and the resulting contract and its decision shall be final.

5.0 INDEMNIFICATION

The successful proposer agrees to indemnify and hold harmless the BGJWSC, its employees, officers, and agents for any claim or liability arising under a contract with the BGJWSC due to any act or omission of the said proposer.

6.0 GOVERNING LAW

The contract shall be construed and governed in accordance with the laws of the State of Georgia. Any controversy or claim arising out of or in relation to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in Glynn County, Georgia.

7.0 ADDITIONAL FORMS FOR SUBMISSION

In addition to the submission requirements from Section 5.0 and 6.0, the following mandatory forms must be provided as a part of the bid package submission:

- Affidavit

- Oath
- Representation of EEO Practice
- Certificate of Insurance
- Certificate of Drug Free Workplace
- E-Verify Contractor Affidavit and Agreement

AFFIDAVIT

This Bid is submitted to Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the JWSC's option, may result in a revocation of the granted contract.

Consent is hereby given to the JWSC to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Bidder.

The Bidder understands that, at such time as the JWSC decides to review this Bid, additional information may be requested. Failure to supply any requested information within a reasonable time may result in the rejection of the Bid with no re-submittal rights.

The successful Bidder understands that the JWSC, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the JWSC's judgment may best serve the interest of its rate payers and employees, may grant a contract.

The successful Bidder understands that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any contract issued will be on the basis of the Bidder's service, financial plans and arrangements being feasible and adequate to fulfill the conditions set forth in this project and the successful Bidder's response.

Company Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

OATH

**State of Georgia
City of Brunswick
County of Glynn**

I, _____ (name of individual), solemnly swear
that in the procurement of the contract for

**ENGINEERING AND DESIGN PROPOSALS FOR
19-015 ODOR CONTROL STUDY FOR THE ACADEMY CREEK WATER POLLUTION
CONTROL FACILITY**

that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or Bids of said project or from submitting a bid for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business, Corporation or partnership has caused or induced any other bidder to withdraw his/her bid from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This the _____ day of _____ 2019.

Name of Party: _____

Corporate or Partnership Name: _____

Sworn to and subscribed before me this the _____ day of _____ 2019.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(SEAL)

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

REPRESENTATION

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE:

EEO Plan: The successful Bidder will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Bidder will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Bidder Programs: The successful Bidder, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Bidder-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Bidder will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

a. Does the Bidder have the above EEO policy in place?

☐ Yes

☐ No

b. If the answer to a. above is no, will the Bidder have such a policy in place for the project?

☐ Yes

☐ No

Statement of Assurance: The Bidder herein assures the JWSC that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, disability, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with A.D.A.

(Firm's Name)

(Authorized Signature)

(Title)

/_____
(Date)

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

Brunswick-Glynn County Joint Water and Sewer Commission

1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7100

INSURANCE REQUIREMENTS

The description section of your insurance certificate must read:

BGJWSC is named as an additional insured on all coverage except Workers' Compensation as per written contract. A waiver of Subrogation applies to all policies shown above as per written contract.

Insurance Requirements

Before starting and until acceptance of the Work by BGJWSC, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

SCHEDULE

AMOUNT

Workers' Compensation

Georgia Statutory coverage
and Employer's Liability (including
appropriate Federal Acts)

Statutory Limits (Workers' Compensation)
\$500,000 Bodily Injury each accident
\$500,000 Bodily Injury by Disease each Employee
\$1,000,000 Bodily Injury policy limit

Commercial General Liability

Premises-Operations
Products-Completed Operations
Contractual Liability
Independent Contractors
Broad Form Property Damage
Explosion, Collapse and Underground
Hazards (XCU Coverage) as appropriate
Primary and Non Contributory

\$1,000,000 each occurrence
\$2,000,000 annual aggregate for bodily injury
and property damage, combined single limit

Automobile Liability

All autos-owned, hired,
or non-owned

\$1,000,000 each occurrence, combined single limit

Excess or Umbrella Liability

**(This is additional coverage and limits
above the following primary insurance:
Employer's Liability, Commercial General
Liability and Automobile Liability)**

\$2,000,000 each occurrence and annual aggregate

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above. The General liability shall contain a "Per Project Aggregate".

Company shall specify BGJWSC as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary and non-contributory as to any and all other insurance or self-insurance maintained by BGJWSC. Company shall include a Waiver of Subrogation on all required insurance in favor of BGJWSC, its commission members, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies authorized to do business in the State of Georgia, rated at least A- VII by A M Best and satisfactory to BGJWSC. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to BGJWSC for approval.

CERTIFICATE OF INSURANCE

This is to certify that _____
(Insurance Company)

of _____
(Insurance Company Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it's agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to:

**BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION
1703 GLOUCESTER STREET, BRUNSWICK, GEORGIA 31520**

It is further agreed that Brunswick-Glynn County Joint Water and Sewer Commission shall be named as an additional insured on the Contractor's policy.

1. **Insured:** _____

2. **Project Name:** **ENGINEERING AND DESIGN SERVICES19-015 FOR ODOR
CONTROL STUDY FOR THE ACADEMEY CREEK WATER
POLLUTION CONTROL FACILITY**

3. **Policy Number(s):** _____

Date: _____
(Insurance Company)

Issued At: _____
(Authorized Representative)

Address: _____

Note: Please attach Certificate of Insurance form to this page.

CERTIFICATE OF DRUG FREE WORKPLACE

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name:

Authorized Signature:

Title:

Date:

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL