



**REQUEST FOR
QUALIFICATIONS
FOR
ENGINEERING AND / OR
HYDROGEOLOGICAL SERVICES**

**Jackson County Water and Sewerage Authority
117 MLK Ave.
Jefferson, GA 30549**

www.jcwsa.com

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NOTICE TO PROPOSERS

The Jackson County Water and Sewerage Authority is accepting **Statement of Qualifications for Engineering and/or Hydrogeological Services**. The Request for Proposals Document (RFP) is available by contacting the Assistant Authority Manager / Authority Engineer, Joey Leslie via email at jleslie@jcwsa.com. **Statement of qualifications are due at 10:00am, August 28, 2020.**

To facilitate the evaluation process, **one (1) complete electronic version of the Statement of Qualifications shall be provided by email transmittal to danthony@jcwsa.com**. Statements of Qualifications are to be provided in Adobe PDF format.

Proposer may (optional but not required) also send a Delivered Statement of Qualifications. Delivered Statements of Qualifications shall be enclosed and sealed in an envelope or container clearly marked **JCWSA Engineering and/or Hydrogeological Services Proposal** and addressed to Jackson County Water Authority, 117 MLK Ave., Jefferson GA 30549, Attn: Joey Leslie.

STATEMENTS OF QUALIFICATION DELIVERED IN ANY MANNER OTHER THAN THE ABOVE STATED MANNER WILL BE REJECTED AND RETURNED TO THE PROPOSER UNOPENED. It is the Proposer's sole responsibility to ensure that his/her Statement of Qualifications is delivered by the proper method to the proper address by the deadline. Postmarks will not validate Statements of Qualifications which arrive after the deadline date/time listed above. Any Statement of Qualifications received after the scheduled closing time for receipt of Statement of Qualifications may be discarded without further consideration. Statements of Qualifications may be withdrawn by submitting a request to jleslie@jcwsa.com prior to the scheduled closing time for receipt of Statements of Qualifications.

Statements of Qualifications shall be signed by an authorized individual or officer of the firm submitting the Statement. If the Proposer is a corporation or limited liability company, the Statement of Qualifications shall be executed by the chairman of the board, officer, or managing member.

The JCWSA reserves the right to accept or reject any or all Proposals or to waive technicalities. All consultants are required to check <https://jcwsa.com/customers/requests-for-proposals-qualifications> for any Addenda issued.

Section 1 – Request for Statement of Qualifications Overview

1.1 Purpose of Request for Qualifications

JCWSA is seeking Statement of Qualifications from firms with the capability and expertise to provide engineering and/or hydrogeological consulting services as described herein.

JCWSA intends to complete a comprehensive hydrogeological study of groundwater resources within Jackson County, and perhaps just over the borders into adjoining counties. After determining probable groundwater resource locations test wells will be drilled, which can hopefully be converted to drinking water sources. JCWSA hopes to select a consultant team capable of performing hydrogeological analysis, test well drilling, and well development.

JCWSA shall receive responses to this RFQ and may conduct firm interviews in order to select firms, which, in the JCWSA's opinion, are best suited to perform engineering and/or hydrogeological services for the Authority.

1.2 Anticipated Statement of Qualification Review Dates

The following table identifies the estimated dates/time frame for receipt, evaluation, and notice of acceptance. Please note the following key dates when preparing your response to this RFQ.

Description	Date*
Release of RFQ	July 24, 2020
STATEMENTS OF QUALIFICATIONS DUE	August 28, 2020
Firm Interviews (<i>if any</i>)	September 2-3, 2020
Notification of Selection	September 11, 2020

* The above noted dates are estimates and subject to change without notice.

1.3 Statement of Qualification Evaluation

The Statement of Qualification review process used to select qualified firms will be as follows:

- a.** JCWSA will review and evaluate all Statements of Qualification received using the criteria below. Incomplete Statements of Qualification may be rejected as non-responsive, and may result in being excluded from this process.
- b.** A JCWSA Evaluation Team may select firms for interviews/oral presentation at their discretion.

1.4 Evaluation Criteria

Proposers submitting Statements of Qualification are advised that all responsive documents will be evaluated to determine each firm's ability to best meet the needs of the Authority. JCWSA's evaluation will include, but is not limited to, a consideration of the following criteria:

- a. Responsiveness. Responsiveness of the Statement of Qualifications in clearly stating the firm's practice areas and services, and in meeting the requirements of the RFQ for engineering and/or hydrogeological consulting services.
- b. Experience/Ability. The extent of the firm's previous experience working in regard to groundwater exploration and development within Northeast Georgia, and the firm's knowledge of and/or experience with aquifer systems in the Georgia Piedmont Region, including groundwater modeling, source protection, groundwater recharge studies, subsidence, groundwater availability studies, spring developments, test wells, groundwater development/treatment, river/stream direct treatment, groundwater under the influence (GUI) and ground water quality studies. Such experience may also include assessment of the firm's outcomes regarding recent/relevant successful groundwater development within the region.
- c. Qualifications. Qualifications of the firm to provide JCWSA with prompt, responsive consulting services, including appropriate support staffing as needed; firm research and other resources; and demonstrated history of competence in consulting services specific to the development and management of groundwater resources.
- d. References: Provide detailed listing of ALL Public Drinking Water System clients within the Piedmont Region of Georgia within the most recent 5-years, using the form provided in Exhibit B. Optional: Provide additional related references.
- e. Qualifications Based Selection (QBS) will drive the selection of firm. Fair and reasonable fees will be negotiated with the top-ranked firm for an agreed-upon scope of services. It is the intent of JCWSA to utilize the top-ranked firm. However, if negotiation does not result in an agreement, JCWSA may terminate negotiation and select the next most qualified firm and continue with succeeding firms until an agreement is reached. Once negotiation is terminated, the firm is eliminated from further consideration.

Section 2 – Scope of Work

If selected, the Proposer will serve as the Authority’s Technical Consultant (“Consultant”) and will be responsible for preparing a regional groundwater resources development study focused on collection and analysis of scientific data regarding the aquifer systems and potential surface/subsurface water resource development within Jackson County Georgia and adjoining counties.

It is the hope of JCWSA that test wells can be drilled within strategic locations, selected by the Consultant which yield significant quantity/quality of groundwater. Consultants will be encouraged to locate test wells on lands currently owned by JCWSA, provided these areas may contain sufficient water resources. After the test wells are drilled these wells should be converted to drinking water use and permitted as a drinking water source through Georgia Environmental Protection Division (EPD). Consultants are strongly encouraged to partner with well drilling companies and include any/all well drilling and development capabilities within the response to this RFP. Consultants are also encouraged to seek innovative water resource options, including spring developments/subsurface water development, treating rivers/stream waters, etc.

Should any water source require water treatment facilities and/or pumping facilities JCWSA may chose to utilize the consultant selected by this RFP, complete these designs in-house, or use other consultants.

Section 3 – Statement of Qualifications

3.1 Statement of Qualifications Format and Content

The Proposer’s Statement of Qualifications should fully state its engineering and/or hydrogeological consulting experience related to the proposed Scope of Work. The submitted Statement of Qualifications should be organized and indexed in a format that ensures the Authority can easily review to effectively evaluate the Proposer's Statement of Qualifications.

Preferred Format

I. LETTER OF INTEREST

- I.A. Identify the submitting organization;
- I.B. A listing of all principals of the firm;
- I.C. Identify the name and title of the person authorized by the organization to contractually negotiate and obligate the organization;
- I.D. Identify the name, title and telephone number of the person(s) being proposed as the Consultant;
- I.E. Identify the names, titles and telephone numbers of persons to be contacted for clarification; and
- I.F. Be signed by the person authorized to contractually obligate the organization.

II. SUBMISSION OF STATEMENT OF QUALIFICATIONS

- II.A. Brief History of the firm, including a resume or Curriculum Vita of the personnel proposed to provide consulting services.
- II.B. The location and listing of resources of the local office (e.g., number of partners, associates, clerical staff, etc.), and the distance from this office to Jefferson, Georgia.
- II.C. Professional memberships, certifications, licenses, and other qualifications for key individuals assigned to the Authority.
- II.D. Company's experience and qualifications for similar types of engagements; this summary must include your firm's experience in each of the areas of specialty listed herein for which the Proposer is submitting a Statement of Qualifications.
- II.E. A listing of projects, if applicable, for Public Drinking Water Systems that have been handled by the proposer and/or its firm through consultation, negotiation, settlement, mediation, or litigation.
- II.F. Where applicable, a listing of clients producing groundwater resources in Jackson County and adjoining counties that have been handled by the proposer and/or its firm through consultation, negotiation, settlement, mediation, or litigation.
- II.G. Statement certifying that the Proposer and/or his/her firm is not aware of any existing conflicts of interest with JCWSA.

III. REFERENCES FORM (Exhibit A)

- III.A. Provide detailed listing of ALL Public Drinking Water System clients within the Piedmont Region of Georgia within the most recent 5-years, using the form provided in Exhibit A. Optional: Provide additional related references.

IV. CERTIFICATE OF INSURANCE

- IV.A. Provide Certificate of Insurance (ACCORD format preferred), including dollar limits, currently held by Consultant. JCWSA may require additional insurance related to agreements/contracts arising from this RFP. These will be discussed with Consultant at the time of contract/agreement negotiation.

3.2. Request for Clarification/Information

Questions regarding this RFQ must be made via email to Joey Leslie at jleslie@jcwsa.com.

3.3. Dispute Resolution

Any contracts or agreements related to this RFP will require dispute resolution typical to JCWSA projects as outlined in Exhibit B.

EXHIBIT A

REFERENCE #1	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
DESCRIPTION AND DOLLAR AMOUNT OF SERVICES	
REFERENCE #2	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
DESCRIPTION AND DOLLAR AMOUNT OF SERVICES	
REFERENCE #3	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
DESCRIPTION AND DOLLAR AMOUNT OF SERVICES	

- 1. ATTACH ADDITIONAL COPIES OF THIS PAGE FOR ALL REFERENCES.**
- 2. THIS PAGE MAY BE REFORMATTED, PROVIDED REFORMATED PAGES CONTAIN ALL LISTED INFORMATION.**

EXHIBIT B

JCWSA Dispute Resolution Language.

Required for all agreements/contracts.

1.1 Conflict Resolution

- A. Mediation-In an effort to resolve any conflicts that arise during the Project or following the completing of the Project, the Owner and the Consultant agree that all disputes between them arising during the term of this Agreement or the Project shall be submitted to nonbinding mediation.

The owner and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for conflict resolution among the parties to all those agreements.

- B. Arbitration - In the event the parties to this Agreement are unable to reach a settlement of any conflict involving an amount of less than \$200,000.00, arising during the term of this Agreement or related to the services under this agreement, in accordance with Paragraph A (Mediation), then such conflicts shall be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement, subject to the limitations and restrictions stated in Paragraphs 1.1B.1, 1.1.B.2, 1.1.B.3 and 1.1.B.4 below.

1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement with the American Arbitration Association. The demand must be made within a reasonable time after the Conflict has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Conflict would be barred by the applicable statute of limitations.
2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 exclusive of interest and costs. The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Conflict if the amount in controversy in such Conflict is more than \$200,000 (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).
3. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction thereof.

4. If a Conflict in question between Owner and Consultant involves the work of a Contractor, subcontractor, or consultants to the Owner or Consultant (each a "Joinable Party"), either Owner or Consultant may join each Joinable Party as a party to the arbitration between Owner and Consultant hereunder, and Consultant or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Consultant involving the work of such Joinable Party. Nothing in this paragraph 1.1.B.4 nor in the provision of such contract consenting to joiner shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Consultant that does not otherwise exist.

C. Any litigation of a dispute arising during the term of this Agreement or arising as a result of services rendered by Consultant under this Agreement, and involving an amount in excess of \$200,000 (exclusive of interest and costs), shall be conducted in the appropriate court of law. Any claims brought against the Owner shall be filed in the Superior Court of Jackson County, subject to the applicable choice of law and subject matter jurisdiction requirements. Additionally, the mandatory mediation requirements of Paragraph 1.1.A shall apply, though such mediation may be had after the filing of any lawsuit.

1.2 Ownership Rights - Drawings, specifications and any other documents prepared by the Consultant shall become and remain the property of the Owner whether the Agreement for which they are made is built or not upon payment by the Owner for the Consultant's Services. Any re-use of such documents and instruments without the written Agreement of the Consultant will be at the Owner's sole risk and without liability or legal exposure to the Consultant. The Consultant shall be permitted to retain copies including reproducible copies of drawings and specifications for information and reference. The Consultant shall retain its statutory and common law copyright in the documents to the extent that the documents would be used with any construction, Agreement, resale of the documents, or other use not directly related to this Agreement. The Owner's rights to use the documents in a manner related to this Agreement, including any modifications, alterations, repairs, additions, renovations or expansions of the Agreement is unlimited. The Owner shall have no right to use the documents for any construction not related to this Agreement or to resell the documents to a third party. If CADD technology is used by the Consultant in connection with this Agreement, Consultant shall retain all right, title and interest in the CADD programs in such portions of electronic tapes, discs, and databases related to the CADD program and technology, but shall not be the owner of any drawings as stored or reproduced by said CADD technology. If Owner wishes to obtain a copy of any electronic media containing portions of the Consultant's copyrighted databases pertaining to this Agreement, then Consultant shall prepare electronic media and deliver same to Owner. Consultant shall grant Owner limited license to make a derivative work of the database for the purpose of recreating and producing copies of the plans and any other construction drawings or information contained on the disk. Owner shall not reproduce or distribute or use the disk except as agreed. Owner's rights to use the data for creating copies of the plans and drawings and other documents owned by the Owner is unlimited. Owner shall assume all responsibility for and agrees to indemnify, hold harmless and defend Consultant from any and all liability, loss or damage, including reasonable attorney fees, for any use by Owner of such data except as agreed or arising under the Agreement.