



**Georgia Environmental Finance Authority
(GEFA)**

**REQUEST FOR QUALIFIED CONTRACTOR
(RFQC)
For**

**Technical Management Services for Water Loss Technical Assistance
Provided to Georgia Small Water Systems
(Phase II – Water Loss Audit Technical Assistance Program)**

RFQC Number: 928-W-RFQC-130003

For all questions about this RFQC,
please contact the Issuing Officer
identified in Section 1.4

**RELEASED ON:
January 18, 2013**

**DUE ON:
February 20, 2013**

1. Introduction

1.1. Purpose of Procurement

Pursuant to O.C.G.A. § 50-22-1 et seq., this Request for Qualified Contractor (“RFQC”) is being issued to select a technical assistance manager to manage the procurement, coordination, delivery and general management of technical assistance provided to small water systems in Georgia who submitted a water loss audit to the Georgia Environmental Protection Division (EPD) in March 2013 in compliance with the Water Stewardship Act of 2010 as further described in this RFQC. The technical program management service will include, but may not be limited to, the creation of Request for Proposals (RFP) to select companies which will provide water loss abatement services to these small water systems, the coordination of the interaction between the selected companies and the small water systems, the verification of services provided and the review of invoices for those services provided. This RFQC is for Phase II of the Water Loss Technical Assistance Program to small water systems in Georgia. The issuance of this RFQC constitutes public notice as required under O.C.G.A. § 50-22-3.

Pursuant to the Georgia Water Stewardship Act of 2010, water systems serving a population “equal to or greater than 3,300” must conduct an annual water system audit. In September 2011, EPD released the Water Loss Manual which requires public water systems serving at least 3,300 individuals (or population served) to implement the Water Loss Manual. In June 2012, GEFA hired a contractor to provide training to approximately 115 small water systems in Georgia on how to complete and submit the water loss audit by March 2013. A list of the small water systems which are currently eligible for this technical assistance can be found in Appendix B. This list may be adjusted slightly based on those small water systems who submit the water loss audit on time in March 2013. Small water systems that did not participate in the GEFA-funded training are eligible for technical assistance in phase II, but only if the water loss audit was submit to EPD by the pre-determined deadline.

GEFA manages the Drinking Water State Revolving Fund (DWSRF) which provides funding for several non-project-related activities such as technical assistance to small water systems. The contract that results from this RFQC process will be funded from the Small Systems Technical Assistance set-aside. Federal guidance states, “A State may use up to 2 percent of its allotment to provide technical assistance to small systems. A State may use these funds for activities such as supporting a State technical assistance team or contracting with outside organizations or other parties to provide technical assistance to small systems.”

GEFA anticipates making a one-time award to the winning contractor in March 2013. Completion of this work will be more clearly identified during the negotiation process, but the program management work will potentially be performed throughout the balance of calendar year 2013.

1.2. Overview of the RFQC Process

The objective of this RFQC is to select a qualified technical assistance manager to solicit, select and manage companies providing technical assistance to small water systems as a result of the water loss audit process. This RFQC process will be conducted to gather and evaluate responses from technical assistance managers for potential award. All qualified technical assistance managers are invited to participate by submitting responses, as further defined below. After evaluating all technical assistance managers’ responses received prior to the closing date of this RFQC, GEFA will begin the negotiation process with the highest qualified technical assistance manager. Final contract award(s) will be publicly announced thereafter.

1.3. Schedule of Events

The schedule of events set out herein represents GEFA’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date of the RFQC, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFQC will be publicly posted prior to the closing date of this RFQC. After the close of the RFQC, GEFA reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
GEFA Releases Technical Assistance Manager RFQC	January 18, 2013	-
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.4.	February 8, 2013	5:00 pm
Responses to Written Questions	February 12, 2013	5:00 pm
RFQC Period Closes	February 20, 2013	5:00 pm
RFQC Review Period Begins	February 21, 2013	-
Negotiations with Most Highly Qualified Offeror Begin (on or about)	March 4, 2013	-
Notice of Award to Technical Assistance Manager (on or about)	March 18, 2013	-
Duration of contract (subject to negotiation)	April 1, 2013 – December 31, 2013	-

1.4. Official Issuing Officer

Jason Bodwell
 Georgia Environmental Finance Authority
 233 Peachtree Street, NE
 Harris Tower, Suite 900
 Atlanta, GA 30303
 (404) 584-1129
Jason@gefa.ga.gov

1.5. Contract Term

The initial term of the contract(s) shall be from the date of award until a date identified during the negotiation process. The contract may be amended in writing from time to time by mutual consent of the parties. Unless this RFQC states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds. Points will not be provided to Offerors for the proposed timeframe of the work performed under the contract. The term of the contract will be negotiated during the contract negotiation process.

2. Instructions to Offerors

By submitting a response to the RFQC, the Offeror is acknowledging that the Offeror:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Restrictions on Communicating with Staff

From the issue date of this RFQC until the final award is announced, Offerors are not allowed to communicate for any reason with any GEFA staff concerning this RFQC except through the Issuing Officer named herein. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. GEFA reserves the right to reject the response of any Offeror violating this provision.

2.1.2. State's Right to Request Additional Information - Offeror Responsibility

Prior to an award, GEFA must be assured that the selected Offeror has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of GEFA, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, GEFA is unable to assure itself of the Offeror's ability to

perform, if awarded, GEFA has the option of requesting from the Offeror any information deemed necessary to determine the Offeror's responsibility. If such information is required, the Offeror will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.3. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFQC will not be considered. Responses must be complete in all respects, as required in each section of this RFQC.

2.1.4. Rejection of Responses; State's Right to Waive Immaterial Deviation

GEFA reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of GEFA to reject responses that do not contain all elements and information requested in this RFQC. A response will be rejected if the statement contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFQC requirements, which determination will be made by GEFA on a case-by-case basis.

2.1.5. State's Right to Amend and/or Cancel the RFQC

GEFA reserves the right to amend this RFQC prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda to the Georgia Procurement Registry (GPR). EACH OFFEROR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE OFFEROR'S RESPONSE. ALL OFFERORS ARE ENCOURAGED TO FREQUENTLY CHECK THE GPR FOR ADDITIONAL INFORMATION. Finally, GEFA reserves the right to cancel this RFQC at any time.

2.1.6. Costs for Preparing a Response

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process is the sole responsibility of the Offeror. GEFA will not provide reimbursement for such costs.

2.1.7. Americans with Disabilities Act (ADA) Guidelines

The State of Georgia adheres to the guidelines set forth in the ADA. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending meeting related to this procurement. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.8. Public Access to Procurement Records

PLEASE NOTE: Even though information (financial or other information) submitted by an Offeror may be marked as "confidential", "proprietary", etc., the State Entity will make its own determination regarding what information may or may not be withheld from disclosure. GEFA does not guarantee the confidentiality of Offeror's information.

2.2. Submittal Instructions

Listed below are key action items related to this RFQC. The Schedule of Events in Section 1.3 identifies the proposed dates and time for these key action items. This portion of the RFQC provides instructions regarding the process for reviewing the RFQC, preparing a response to the RFQC and submitting a response to the RFQC.

2.2.1. RFQC Released

The release of this RFQC is formally communicated through the posting of this RFQC on the GPR, which is accessible online as follows:

http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

2.2.2. RFQC Review

The RFQC consists of the following:

1. This document, entitled "Request for Qualified Contractor", and
2. Any and all documents provided by GEFA as attachments or addenda to the RFQC or links contained within the RFQC or its attached documents.

Please carefully review all information contained in the RFQC, including all documents available as attachments or addenda or available through links. Any difficulty accessing the RFQC or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.4).

2.2.3. Submitting Questions

All questions concerning this RFQC must be submitted in writing via email to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the State. All Offerors must submit questions by the deadline identified in the Schedule of Events in Section 1.3 for submitting questions. Offerors are cautioned that GEFA may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFQC must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the RFQC*

Question #2 Question, *Citation of relevant section of the RFQC*

All vendor questions and the corresponding answers will be posted to the Georgia Procurement Registry as an official addendum to this RFQC.

2.2.4. Preparing a Response

When preparing a response, the Offeror must consider the following instructions:

1. The Offeror must ensure its response is accurate and readily understandable.
2. Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. All information presented in response to this RFQC must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Response to the RFQC.
3. The Offeror must label its response using the corresponding section numbers of the Statement of Qualifications Requirements, so that the reviews can easily organize and navigate the Offeror's response.

2.2.5. Packaging the Response

The Offeror's response, in response to this RFQC, must include:

- Statement of Qualifications Certification (Appendix A);
- Statement of Qualifications (Requirements Outlined in Appendix C); and
- One-page resumes of all principal project team members

2.2.6. Copies Required

Offeror must provide the following number of copies:

1. Statement of Qualifications:

- 3 hard copies, with one (1) marked "Original" with original signatures

2.2.7. Submitting the Response

Mark the outside of shipping package as follows:

Name of Offeror's Company
Point of Contact for Company and Phone Number
RFQC# 928-W-RFQC-1300003

The Offeror's complete response must be received on or before the due date and time at the following location:

Georgia Environmental Finance Authority
233 Peachtree Street, NE
Harris Tower, Suite 900
Atlanta, GA 30303

All responses will be time stamped by GEFA upon receipt. Responses received after the due date and time will not be evaluated.

3. Offeror Information

This section requests basic information concerning the Offeror and may establish certain minimum insurance, bonding, and/or other requirements the Offeror must meet to be considered eligible for award. Please read each section carefully.

3.1 Company Information

The Offeror will provide the company name, company address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the response.

3.2 Conflict of Interest

Appendix C: Scope of Services, identifies the preliminary scope of this contract. Within the Scope of Services, the technical assistance manager will develop Request for Proposals (RFPs) to locate qualified companies, defined as "qualified contractor" to complete certain technical assistance services. In order to avoid any conflicts of interest, the technical assistance manager cannot also submit a proposal to be considered a "qualified contractor."

3.3 State of Georgia Office(s)

The Offeror should list the address of each office within the state of Georgia.

3.4 Small and/or Minority Business

It is the policy of the State of Georgia, as well as the Federal government which is the source of funds under this contract, that small and/or minority business enterprises shall have a fair and equal opportunity to participate. Therefore, GEFA encourages all small and minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Offerors interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated Section 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Vendor Relations Administrator:

Vendor Relations Administrator
Department of Administrative Services
200 Piedmont Avenue, S.E.
Suite 1308, West Tower
Atlanta, Georgia 30334-9010
Telephone: (404) 657-6000

Fax: (404) 657-8444

3.5 Standard Insurance Requirements

MANDATORY: The Offeror's response must include the Offeror's affirmation to meet the following requirements. Failure to agree to meet the requirements identified below will result in rejection of the Offeror's response.

Insurance Coverage:

If awarded a contract, the Offeror shall procure and maintain insurance which shall protect the Offeror and GEFA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this RFQC throughout the duration of the contract. The Offeror shall procure and maintain the insurance policies described below at the Offeror's own expense and shall furnish to GEFA an insurance certificate listing GEFA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Offeror includes contractual liability coverage applicable to this contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to GEFA.

Offeror is required to maintain the following insurance coverage's during the term of the contract:

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

Bodily injury by accident--per employee \$100,000;
Bodily injury by disease--per employee \$100,000;
Policy limits \$500,000.

- 2) Commercial General Liability Policy with the following minimum coverage:

General Aggregate including
Products and Completed Operations-- \$1,000,000;
Each Occurrence-- \$1,000,000;
Aggregate Limit-- \$3,000,000.

- 3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to GEFA. Certificates of Insurance showing such coverage to be in force shall be filed with GEFA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GEFA, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the selected Offeror must procure the required insurance and provide GEFA with two (2) Certificates of Insurance. Certificates must reference this RFQC by number. No contract performance

shall occur unless and until the required insurance certificates are provided.

3.6 Statement of Qualifications Certification

MANDATORY: The Offeror must complete and attach a signed copy of the Statement of Qualifications Certification. The Statement of Qualifications Certification form is included as Appendix A of this RFQC. **DO NOT MODIFY OR ALTER THE STATEMENT OF QUALIFICATIONS CERTIFICATION IN ANY WAY.** Failure to attach a signed copy of the Statement of Qualifications Certification will result in rejection of the Offeror's response.

3.7 Interest of Contract

The Offeror covenants that the Offeror presently has no interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Offeror's services hereunder. The Offeror further covenants that, in the performance of this contract, no person having any such interest will be employed by the Offeror for the purposes of this project.

3.8 Covenant Against Contingent Fees

The Offeror and its subcontractors will comply with all relevant federal, state, and local laws. Further, the Offeror and its subcontractors warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Offeror, to solicit or secure this Contract, and that it has not paid or agreed to pay any person other than a bona fide employee working solely for the Offeror, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, GEFA will have the right to annul this Contract without liability or, at its discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.9 Compliance with Applicable Law

The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

It is further certified that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

It is further agreed that the Offeror will comply and will require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 C.F.R. 710.405(b).

3.10 Protest

3.10.1 Pre-Proposal Protests – all protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Chief Administrative Officer (CAO) as specified below not later than 10 business days prior to the deadline for submission of bids/proposals.

The CAO may, within his or her discretion and consultation with the executive director, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the CAO as the result of a protest, the postponement will be announced through an addendum to the solicitation.

The decision by the GEFA executive director shall be the final agency decision on the matter, but shall be subject to judicial review as set forth in O.C.G.A. §50-13-19, or reviewed by EPA, if federal funds are used.

3.10.2 Pre-Award Protests – with respect to protests made after the deadline for submission of bids/ proposals but before contract award by GEFA, protests shall be limited to those protests alleging a violation of federal or state law, a challenge to the bids/proposals evaluation and award process, GEFA's failure to have or follow its

protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the CAO as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by GEFA.

The Executive Director may, within his or her discretion, postpone the award of the contract, but in any case, shall the CAO provide a written response to all protests not later than three (3) business days prior to the date that GEFA shall announce the contract award.

The decision by the executive director shall be the final agency decision on the matter but shall be subject to judicial review as set forth in O.C.G.A. §50-13-19 or review by EPA as specified below.

3.10.3 Requirements for Protests – All protests must be submitted to GEFA in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the protestor, be signed and notarized by the protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by GEFA.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

GEFA Chief Administrative Officer
Georgia Environmental Finance Authority
233 Peachtree St, NE, Suite 900
Atlanta, GA 30303
E-mail: procurementprotest@gefa.ga.gov
Fax: (404) 584-1069

All appeals must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

GEFA Executive Director
Georgia Environmental Finance Authority
233 Peachtree St, NE, Suite 900
Atlanta, GA 30303
E-mail: procurementprotest@gefa.ga.gov
Fax: (404) 584-1069

3.10.4 Protest Response - The CAO shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, GEFA will also send a copy of the response to a protest to the protestor by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official GEFA response to the protest and GEFA will not be responsible for the failure of the protestor to receive the protest response by either facsimile or electronic mail.

3.10.5 Review of Protests by EPA – All protests involving contracts financed with federal assistance shall be

disclosed to EPA in accordance with or 40 CFR Part 35 EPA. Protesters shall exhaust all administrative remedies with GEFA prior to pursuing protests with EPA. EPA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of federal law or regulation. Appeals to EPA must be received by the cognizant EPA regional or headquarters office within five (5) working days of the date the protester has received actual or constructive notice of GEFA's final decision or within five (5) working days of the date the protester has identified other grounds for appeal to EPA.

4. RFQC Statement of Qualifications Requirements

Appendix C of this RFQC lists all required elements of a response to the RFQC. These components will constitute the Offeror's Statement of Qualifications Requirements.

4.1. Statement of Qualifications Requirements Introduction

As described above, the purpose of this procurement is to select a technical assistance manager to manage the procurement, coordination, delivery and general management of technical assistance provided to small water systems in Georgia who submitted a water loss audit to the Georgia Environmental Protection Division (EPD) in March 2013 in compliance with the Water Stewardship Act of 2010 as further described in this RFQC. Technical program management services will include, but may not be limited to, the creation of Request for Proposals (RFP) to select companies which will provide water loss abatement services to these small water systems, the coordination of the interaction between the selected companies and the small water systems, the verification of services provided and the review of invoices for those services provided.

4.2. Statement of Qualifications Requirements

The Statement of Qualifications Requirements (Appendix C) specifies the minimum qualifications information any Offeror must provide in its Statement of Qualifications to be considered responsive to this RFQC. The Evaluation Team will evaluate an Offeror's Statement of Qualifications and award points to each section according to the Scoring Criteria listed in Section 5.3 of this RFQC.

5. Qualifications Statement Evaluation, Negotiations and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most highly qualified Offeror(s). The objective of the negotiation process is to agree on a contract for the work at a fair and reasonable price with a highly qualified Offeror.

5.1. Administrative/Preliminary Review

First, the response will be reviewed by the Issuing Officer to determine if the response is in compliance with the following requirements:

1. Response was received by deadline, and
2. Response is complete and contains all required documents

5.2. Evaluating Statements of Qualifications

If the Offeror's response passes the Administrative/Preliminary Review, the Issuing Officer will submit the Offeror's Statement of response to the Evaluation Team for evaluation.

The Evaluation Team will evaluate each response carefully and award points to each section of the Offeror's response according to the Scoring Criteria listed in Section 5.3 of this RFQC. The Offeror will receive a total score at the conclusion of the evaluation of the response.

5.3. Scoring Criteria

The evaluation is comprised of the following:

Component	Points
Administrative/Preliminary Review	Pass / Fail
1. Basic Offeror Information	Pass / Fail
2. Company Profile	Pass / Fail
3. Staff's Qualifications	25
4. Request for Proposal (RFP) Development Experience	20
5. Technical Specification Document Experience	20
6. Project Management Experience	25
7. Offerors State-wide Presence	10
<i>Total Points</i>	100

5.4. Negotiations and Notice of Award

As stated above, GEFA will initiate negotiations with the Offeror considered to be the most highly qualified. The objective of the negotiation process is to agree on a contract for the work required in the Scope of Services with a highly qualified Offeror at a price GEFA determines is fair and reasonable. The negotiations will encompass price, timeframe and some scope areas of the contract and all other contract terms, including any exceptions to contract requested and justified by the Offeror in its response to the RFQC.

If GEFA is unable to negotiate a satisfactory contract with the Offeror considered to be most highly qualified, GEFA will formally terminate negotiations and undertake negotiations with the next most highly qualified Offeror. GEFA will continue in this manner until it is able to negotiate a satisfactory contract with one of the highly qualified Offerors. After the conclusion of the negotiation of a satisfactory contract, GEFA will issue a Notice of Award. If GEFA is unable to negotiate a satisfactory contract with the selected highly qualified Offerors, GEFA will avail itself of options described in O.C.G.A. § 50-22-6(c).

The primary intent of this RFQC is to identify a single source to provide all of the needed goods and/or services; however, GEFA reserves the right to make multiple awards in order to provide the most adequate services through this contract.

6. Contract Terms and Conditions

The contract which GEFA expects to award as a result of this RFQC will be based upon the RFQC, the successful Offeror's final response as accepted by GEFA and the contract terms and conditions, which are attached to this RFQC (Appendix D). The "successful Offeror's final response as accepted by GEFA" shall mean: the final Qualifications Statement submitted by the Awarded Offeror, including any subsequent revisions to the Awarded Offeror's Qualification Statement as requested by GEFA during negotiations, an agreed-upon price for the contract and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFQC, and any other terms deemed necessary by GEFA, except that no objection or amendment by an Offeror to the RFQC requirements or the contract terms and conditions shall be incorporated by reference into the contract unless GEFA has explicitly accepted the Offerors objection or amendment in writing.

Please review GEFA's contract terms and conditions prior to submitting a response to this RFQC. Offerors should plan on the contract terms and conditions contained in this RFQC being included in any award as a result of this RFQC. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Offerors. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Offerors to better evaluate the costs associated with the RFQC and the potential resulting contract.

Exception to Contract

By submitting a response, each Offeror acknowledges its acceptance of the RFQC specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted response. If an Offeror takes exception to a contract provision, the Offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted with the Offeror's response. **Exceptions must be in an original document using the track changes functionality and may not**

be submitted in the form of highlighted changes to the original contract. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFQC.

In the event GEFA selects the Offeror as one of the highly qualified Offerors and initiates negotiations with the Offeror, GEFA and the Offeror must resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved during the negotiation period. Failure to resolve any contractual issues will lead GEFA to formally terminate negotiation with the Offeror. GEFA reserves the right to proceed to discussions with the next most highly rated Offeror.

GEFA reserves the right to modify the contract to be consistent with exceptions proposed by a qualified Offeror and to negotiate other modifications with a qualified Offeror. Exceptions that materially change the terms or the requirements of the RFQC may be deemed non-responsive by GEFA, in its sole discretion, and rejected. Contract exceptions which grant the Offeror an impermissible competitive advantage, as determined by GEFA, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Offeror is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

7. List of RFQC Documents and Attachments

The following documents make up this RFQC. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. Request for Qualified Contractor (this document)
2. Appendix A – Statement of Qualifications Certification
3. Appendix B – Scope of Services
4. Appendix C – Statement of Qualifications Requirements
5. Appendix D – Contract Terms and Conditions



Appendix A

STATEMENT OF QUALIFICATIONS CERTIFICATION

By responding to this RFQC, the Offeror understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by GEFA, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and GEFA; and
2. That the Offeror has read the specifications and requirements shown or referenced in the RFQC and that the Offeror's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the Offeror's response; and
3. That the Offeror guarantees and certifies that all items included in the Offeror's response meet or exceed any and all such stated RFQC specifications and requirements except as expressly stated otherwise in the Offeror's response; and
4. That, if awarded a contract, the Offeror will deliver goods and/or services that meet or exceed the RFQC specifications and requirements except as expressly stated otherwise in the Offeror's response; and
5. That the response submitted by the Offeror shall be valid and held open for a period of **one hundred and twenty (120) days** from the final RFQC closing date and that the response may be held open for an additional period of time subject to the Offeror's consent; and
6. That this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Offeror understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE QUALIFICATION STATEMENT CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the Offeror.	



Appendix B

SCOPE OF SERVICES

Technical Management Services for Water Loss Technical Assistance Provided to Georgia Small Water Systems (Phase II – Water Loss Audit Technical Assistance Program)

STATEMENT OF PURPOSE

According to the Georgia Water Stewardship Act (GWSA) of 2010 (SB 370/HB 1094), water systems serving over 3,300 in population must conduct an annual water system audit. For public water systems serving greater than 3,300 individuals (population served) and up to 10,000 individuals (population served), the GWSA requires audits be submitted to EPD by March 2013.

GEFA has identified funds to provide technical assistance for those items that will be identified from the small system water loss audits submitted to EPD in March 2013. GEFA will hire a technical assistance manager to oversee the procurement, coordination, delivery and general management of technical assistance provided to small water systems in Georgia who submitted a water loss audit to the Georgia Environmental Protection Division (EPD) in March 2013. The technical program management service will include, but may not be limited to, the creation of Request for Proposals (RFP) to select companies which will provide water loss abatement services to these small water systems, the coordination of the interaction between the selected companies and the small water systems, the verification of services provided and the review of invoices for those services provided.

DETAILED SCOPE OF WORK

The technical assistance manager will perform the following tasks. Additional tasks may be identified during the negotiation process between GEFA and the technical assistance manager.

Task 1:

1. Work with GEFA and EPD to review the small water system water loss audits that have been submitted to EPD in March 2013.
2. Work with GEFA and EPD to design the structure of the technical assistance program. Items include, but may not be limited to:
 - a. Determining which small water systems are eligible to receive technical assistance;
 - b. Determine which “areas of improvement” identified within the water loss audits will be addressed by the Phase II water loss abatement technical assistance program;
 - c. Identify the process for small water systems to access the water loss abatement technical assistance program; and,
 - d. Determine the number of contractors which will be selected to perform each technical assistance service.

Task 2:

1. Develop Request for Proposals (RFP) for the “areas of improvement” identified in Task 1. RFPs should be drafted and issued, with the help of GEFA and EPD, in order to competitively procure contractors to perform the technical assistance identified. RFPs should include applicable requirements when utilizing federal funds.
2. Review contractor proposals and select the most highly qualified contractors to perform the technical assistance identified in Task 1.

3. Select contractors which will be termed a “qualified contractor” and notify contractors that they have been pre-qualified to perform technical assistance services.
4. Assist GEFA and EPD develop “qualified contractor” agreements to be executed between GEFA and all qualified contractors selected to perform work under Phase II.

Task 3:

1. Manage the technical assistance request process from eligible small water systems identified in Task 1:
 - a. Develop technical specification documents in conjunction with the small water system;
 - b. Release technical specification documents to “qualified contractors” identified in Task 2 in order to determine the most cost effective and appropriate “qualified contractor” to perform the technical assistance identified;
 - c. Select the “qualified contractor” most qualified to perform the technical assistance for the small water system and negotiate the scope and price of the work; and,
 - d. Schedule the work and manage the deployment of the “qualified contractor” to the small water system and the completion of the work.

Task 4:

1. Verify work was performed according to the technical specification document.
2. Troubleshoot any issues identified with the work performed.
3. Verify the appropriate use of federal fund according to all federal requirements, which include, but my not be limited to, adherence to Davis-Bacon and wage rate requirements.
4. Collect all invoices for work performed and process invoices to be transmitted to GEFA for payment.

LIST OF POTENTIALLY ELIGIBLE SMALL WATER SYSTEMS

An eligible system means a small public water system serving at least 3,300 individuals (or population served) and up to 10,000 individuals (or population served) that may be eligible for technical assistance under this program. Only those systems that submit the water loss audit to EPD by the March 2013 deadline will be eligible for technical assistance. Below is a list of potentially eligible small water systems that are required to submit a water loss audit by March 2013.

	WSID	SYSTEM NAME	POPULATION	WATER SOURCE
1	GA0150000	ADAIRSVILLE	3,600	GU
2	GA0750000	ADEL	5,100	GW
3	GA0050000	ALMA	4,030	GW
4	GA2870000	ASHBURN	5,000	GW
5	GA0130000	AUBURN	6,904	SWP
6	GA0670001	AUSTELL	6,516	SWP
7	GA1370001	BALDWIN	4,160	SWP
8	GA0110026	BANKS CO - MOUNTAIN CREEK	6,456	SW
9	GA1710000	BARNESVILLE	7,249	SW
10	GA0010000	BAXLEY	5,283	GW
11	GA2290000	BLACKSHEAR	4,761	GW
12	GA2910000	BLAIRSVILLE	3,400	SW
13	GA0990000	BLAKELY	6,000	GW
14	GA1110000	BLUE RIDGE	5,506	SW
15	GA0450000	BOWDON	6,045	SW
16	GA1570000	BRASELTON	8,580	GW
17	GA1350000	BUFORD	8,045	SW
18	GA2690000	BUTLER	3,618	GW
19	GA2250000	BYRON	8,151	GW

20	GA2050001	CAMILLA	7,059	GW
21	GA1150000	CAVE SPRING	3,848	GW
22	GA1530000	CENTERVILLE	9,875	GW
23		CHATHAM COUNTY		
24	GA0530002	CHATTAHOOCHEE COUNTY	3,500	GW
25	GA0550000	CHATTOOGA COUNTY	5,044	GW
26	GA2950000	CHICKAMAUGA	5,070	GW
27	GA1370002	CLARKESVILLE	5,785	SW
28	GA2410000	CLAYTON	7,225	SW
29	GA3110000	CLEVELAND WATERWORKS	3,640	SWP
30	GA0230000	COCHRAN	5,442	GW
31	GA1570001	COMMERCE	6,819	SW
32	GA2910006	COOSA WATER AUTHORITY	3,944	GW
33	GA1370003	CORNELIA	6,130	SW
34	GA2430000	CUTHBERT	3,900	GW
35	GA1870000	DAHLONEGA	4,120	SW
36	GA2230000	DALLAS	7,556	SWP
37	GA2730001	DAWSON	5,624	GW
38	GA0910002	EASTMAN	5,440	GW
39		EATONTON-PUTNAM WATER AUTHORITY		
40	GA1030131	EFFINGHAM COUNTY SURFACE WATER	6,100	SWP
41	GA1050001	ELBERTON	7,800	SW
42	GA1210004	FAIRBURN	9,704	SWP
43	GA0490000	FOLKSTON	5,221	GW
44	GA2070001	FORSYTH	7,400	SW
45	GA0470001	FORT OGLETHORPE	6,940	SWP
46	GA0510000	GARDEN CITY	5,460	GW
47	GA2670002	GLENNVILLE	4,698	GW
48		GLYNN COUNTY - NORTH		
49		GLYNN COUNTY - SOUTH		
50	GA1690000	GRAY	4,624	GW
51		GREENSBORO		
52	GA0730001	GROVETOWN	6,089	SWP
53	GA1510000	HAMPTON	4,000	GW
54	GA0730002	HARLEM	4,810	SWP
55	GA1470000	HARTWELL	7,116	SW
56	GA2350001	HAWKINSVILLE	6,019	GW
57		HAZLEHURST		
58	GA1490000	HEARD COUNTY WATER AUTHORITY	8,172	SW
59	GA2810000	HIAWASSEE	5,496	SW
60	GA2850000	HOGANSVILLE	3,770	SW
61	GA0650000	HOMERVILLE	3,624	GW
62	GA2270000	JASPER	9,850	SW
63	GA1570003	JEFFERSON	9,500	SW
64	GA3050000	JESUP	8,958	GW
65	GA1690002	JONES COUNTY	9,834	GW
66	GA1190003	LAVONIA	8,008	SW
67	GA1850016	LOWNDES CO.-NORTH LOWNDES CO. WS	4,839	GW
68	GA1850019	LOWNDES CO.-SOUTH LOWNDES CO. WS	6,305	GW
69	GA2790000	LYONS	5,300	GW
70	GA2110002	MADISON	5,215	SW
71	GA1990003	MANCHESTER	4,995	SW

72	GA1110001	MCCAYSVILLE	7,020	SW
73	GA2710003	MCRAE	5,212	GW
74	GA0430000	METTER	4,776	GW
75	GA1650000	MILLEN	4,074	GW
76		MONROE COUNTY		
77	GA1930002	MONTEZUMA	4,129	GW
78	GA1590000	MONTICELLO	3,505	SW
79	GA0190002	NASHVILLE	4,800	GW
80	GA1350007	NORCROSS	6,550	SWP
81	GA1930003	OGLETHORPE	3,315	GW
82	GA2170020	OXFORD	4,242	SWP
83	GA1210008	PALMETTO	3,965	SW
84	GA2050003	PELHAM	4,126	GW
85	GA2270002	PICKENS COUNTY WATER AUTH.	6,357	SWP
86	GA0510002	PORT WENTWORTH	7,985	GW
87	GA0270002	QUITMAN	5,570	GW
88		RICHMOND HILL		
89	GA1030001	RINCON	9,880	GW
90	GA2330002	ROCKMART	6,500	GU
91	GA3030005	SANDERSVILLE	6,219	GW
92	GA0510081	SAVANNAH-GEORGETOWN/GATEWAY	7,467	GW
93	GA0510259	SAVANNAH-SAVANNAH QUARTERS	3,530	GW
94	GA0510250	SAVANNAH-WHITEMARSH ISLAND	3,853	GW
95	GA0770003	SENOIA	3,466	SWP
96	GA2970002	SOCIAL CIRCLE	4,235	SW
97	GA1410001	SPARTA	3,861	SW
98	GA0130001	STATHAM	3,986	SW
99	GA1510004	STOCKBRIDGE	6,235	SWP
100	GA1070005	SWAINSBORO	7,990	GW
101	GA3210003	SYLVESTER	6,500	GW
102	GA2630005	TALBOT COUNTY WATER WORKS	3,900	SWP
103	GA1430002	TALLAPOOSA	4,030	SWP
104	GA0450005	TEMPLE	4,420	SW
105	GA2810007	TOWNS COUNTY	8,700	SWP
106	GA0930003	UNADILLA	3,837	GW
107	GA0930004	VIENNA	3,666	GW
108	GA1790020	WALTHOURVILLE	3,858	GW
109	GA3170002	WASHINGTON	6,157	SW
110	GA0330004	WAYNESBORO	5,813	SW
111	GA2850002	WEST POINT	3,929	SW
112	GA3110072	WHITE CO WATER & SEWERAGE AUTH	4,316	SW



Appendix C

STATEMENT OF QUALIFICATIONS REQUIREMENTS

Format: The Statement of Qualifications Requirements is limited to 10 8-1/2 x 11 pages with a minimum of one-inch (1") margins and font no smaller than 11 point. The title page and any section dividers do not count toward the page limit. Statements should be numbered in accordance with the numbering in this appendix, so the Evaluation Team can easily match the Offerors Statement of Qualifications with these requirements. Statements should be concise, clearly written and complete. References to Internet links should not be used and will not be reviewed by the Evaluation Team.

1. **Basic Offeror Information:** Provide basic information about your company, including:
 - 1.1. Offeror (the prime contractor) name
 - 1.2. Address
 - 1.3. Name of primary contact
 - 1.4. Telephone number
 - 1.5. E-mail address
 - 1.6. Offeror website (if available).
 - 1.7. If the Offeror (prime contractor) has multiple offices, provide information about the parent company and the branch offices separately
 - 1.8. Identify the office of the Offeror (prime contractor) from which the project will be managed.

2. **Company Profile:** Provide information about the Offeror that describes the overall characteristics and strength of your company. The response should include the following:
 - 2.1. Provide information about the form of ownership, including state of residency or incorporation, and number of years in business of the prime contractor. Is the prime contractor a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), or other structure
 - 2.2. Provide a statement of disclosure, which will allow GEFA to evaluate possible conflicts of interest (please see section 3.2 of this RFQC). Offerors must provide a statement of all potential legal or otherwise significant conflicts of interests possibly created by the Offeror being considered in the selection process or by the Offeror's involvement in the project. Offerors should provide a list of the clients for which this project may result in an actual or perceived conflict of interest and information as to the nature of the relationship(s) with parties in such potential conflict. Additionally, Offerors that identify any actual or perceived conflicts of interest must describe how any actual or perceived conflicts of interest will be avoided, and how actual or perceived conflicts of interest will be mitigated.
 - 2.3. Has the Offeror or principal employed by the Offeror been involved in any material business litigation in the past five (5) years? Describe Offeror's experience with litigation with clients. List and explain any active or pending litigation.
 - 2.4. Has the Offeror been removed from a contract or failed to complete a contract as assigned? If so, please explain and provide specific details.

3. **Staff's Qualifications:** Provide information about the individual or team of individuals proposed to work on this project, including qualifications and relevant experience.
 - 3.1. List the members of the team proposed to work on this project.

- 3.2. Attach one-page resumes of all principal project team members.
 - 3.3. Indicate which team member will serve as the team manager and describe that person's experience leading teams of professionals and serving as a point-of-contact on large projects.
 - 3.4. List which proposed team members are Registered Professional Engineers in Georgia.
 - 3.5. Describe the experience the team members have in interacting with local government, particularly with local government water systems.
 - 3.5.1. Specifically describe the experience the team members have in performing water loss audits or water loss analyses with local government water systems.
 - 3.6. Describe the experience the team members have in interacting with providers of water loss abatement technical assistance services.
 - 3.6.1. Specifically describe the experience the team members have in working closely with private companies which provide services such as leak detection services, source water meter analysis and calibration services, residential water meter analysis and calibration services and any other water loss abatement-related service companies
 - 3.6.2. Describe the experience the team members have in administering federal funds. Specifically describe the team member's knowledge of Davis-Bacon wage rate requirements and the applicability of these requirements to contractors.
4. **Request for Proposal (RFP) Development Experience:** Provide information concerning the Offeror's experience in issuing RFPs:
- 4.1. Please describe three RFPs the Offeror has drafted to competitively procure technical or construction services for local governments. The description should include:
 - 4.1.1. Name of local government
 - 4.1.2. Type of service solicited
 - 4.1.3. Date the service was solicited
 - 4.1.4. Estimate of the cost of the project
5. **Technical Specification Document Experience:** Provide information concerning the Offeror's experience in writing technical specification documents.
- 5.1. Please describe the Offeror's experience drafting technical specification documents that clearly indicate the technical services to be provided, the methods used to provide the services and the components used to provide the services. Many of the technical specification documents will be local government-specific referencing specific water system components.
 - 5.1.1. Name of local government
 - 5.1.2. Type of technical specification released
 - 5.1.3. Date the service was solicited
 - 5.1.4. Estimate of the cost of the service
6. **Project Management Experience:** Provide information that describes Offeror's demonstrated ability to manage multiple technical projects at one time.
- 6.1. Describe work with small local government water systems in Georgia or in other states where the Offeror has been successful in managing a water loss abatement project or water-related construction project.
 - 6.2. Provide a matrix / table with projects described in Section 6.1 of this Appendix listed across the top (as column headings) and key project team members listed in Section 3.1 of this Appendix down the side (as row headings). In

the body of the table provide a simple description of the role each project team member played in all the listed projects. An example is provided below:

Example 1 - RFQC Item 6.2

	Master Meter Calibration for Hometown, GA	Water Meter Testing for Anytown, GA	Leak Detection Services for Rochester, GA
Bill Brown	Project Manager	Tester	Lead Engineer
Kim Green	Engineer	Lead Engineer	Analyst
Chris Black	Analyst	Water Loss Manager	Leak Detector

- 6.3. Provide statement that describes your company's special suitability for the work listed in this RFQC. This statement may describe, but is not limited to, prior work with small local government water systems, special knowledge of water meters, master meter calibration, leak detection industry or any other water loss-related industry. In general, this statement should help the evaluation team differentiate your company from other Offerors.
- 6.4. GEFA reserves the right to contact Offeror's or any team member's past clients as a reference. Please indicate three clients related to the projects listed in Section 6.1 of this Appendix that GEFA may contact as a reference. For each, please provide:
- 6.4.1. Client name and contact information for the primary contact at the client's office.
- 6.4.2. Dates during which services were performed for the client.
- 6.4.3. Brief description of exact services performed by the Offeror or team member for the client.
7. **State-wide Presence:** Please describe the Offeror's ability to cover the entire State of Georgia to perform work under this contract.
- 7.1. Work under this contract may reach all corners of the state. Please describe the Offeror's approach to reach all corners of the state in order to meet the timelines set during the negotiation process.
- 7.2. Total number of staff employed by the Offeror.
- 7.2.1. Total number of staff employed by the Offeror in Georgia.
- 7.3. Total number of office locations.
- 7.3.1. Total number of office locations in Georgia.



**APPENDIX D
CONTRACT TERMS AND CONDITIONS**

**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
AGENCY STANDARD CONTRACT**

**CONTRACT BETWEEN
THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY,
AND**

This contract entered this _____ day of _____, 2013, between the Georgia Environmental Finance Authority; (hereinafter called "Authority") and _____ (hereafter called "Contractor").

The parties hereto mutually agree as follows:

1. **Employment of Contractor.** The Authority hereby agrees to engage the Contractor and the Contractor hereby agrees to perform these services hereinafter set forth in fulfillment of the responsibilities of the Authority.
2. **Scope of Services.** The attached Appendix "A" will constitute a description of the scope of services required of the Contractor for the time period specified in this contract.
3. **Time of Performance.** The services of the Contractor shall commence on the date indicated in the contract and shall be completed in an orderly sequence so as to assure their expeditious completion in accordance with the purpose of this contract; but in any event, all of the services required herein shall be completed by _____.
4. **Compensation.** The total compensation under this contract shall not exceed \$_____. Said amount shall constitute full and complete compensation for the Contractor's services as prescribed in the Scope of Services.
5. **Method of Payment.** The Authority shall make payment to the Contractor on a net fifteen (15) days basis upon receipt of an official invoice; provided, however, the Authority has available funding. In the event the funding source for this contract ceases to exist or otherwise becomes unavailable for the purposes stated herein, in the sole discretion of the Authority, then this contract shall be terminated without further obligation of the Authority as of that moment, and this contract will immediately become null and void.

6. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the Contractor's obligation under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Authority shall thereafter have the right to immediately terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive an equitable compensation for any satisfactory work completed on such documents and other materials.
7. **Termination for the Convenience of the Parties.** Either party hereto may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten (10) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Scope of Services shall, at the option of the Authority, become its property.
8. **Release of Product or Services to the Public.** The Contractor shall not release or deliver any of the final products of the Contractor's services required thereunder to the general public or local officials until authorized to do so by the Authority. All products, reports, information, data, etc., given to or prepared or assembled by the Contractor under this contract shall be governed by the provisions of the Georgia Open Records Act.
9. **Assignability.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same, without the prior written consent of the Authority thereto; provided, however, that claims for moneys due or to become due to the Contractor from the Authority under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Authority.
10. **Interest of Contract.** The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by the Contractor.
11. **Reports and Findings.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this contract shall be governed by the provisions of the Georgia Open Records Act.
12. **Copyrights.** No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of any application for copyright by or on behalf of the Contractor.
13. **Right to Audit and Access to Records.** The Contractor agrees to give the Authority or the State Auditor, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the contract. The Contractor shall preserve all of its records bearing upon amounts payable under this contract and further agrees that any specifically authorized representative of the Authority shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
14. **Changes.** This contract represents the sole and complete understanding of the terms of the contract between the parties hereto, and any changes in the scope and/or duration of this contract shall be mutually agreed upon by and between the Authority and the Contractor. Such changes, including any

increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon shall be incorporated in written amendments to this contract.

15. **Standard of Care.** The contractor will perform the Scope of Services referenced in Appendix A and in any subsequent change order as an independent contractor, using the degree of skill and care ordinarily exercised under similar conditions by reputable members of the contractor's profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended, and the same are specifically disclaimed, including the implied warranties or merchantability and fitness for a particular purpose. Any claim that the Authority may bring against the contractor with respect to the Services to be performed by the contractor must be commenced with one (1) year after the date on which the Authority first knew or should have known of the deficient services upon which the claim is based.

16. **Indirect Damages.** Each party hereby waives its rights to recover from the other party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this agreement of the performance of the services or both.

17. **Use of Third Party Data.** The Authority has requested that the Contractor obtain certain facts, information, data, assumptions, opinions and representations (collectively, "Items") from third parties as part of its scope of services. The Authority understands and agrees that (i) the products of its services that the Contractor provides to the authority (collectively, "Products") may be based in part or in whole on Items that have not been verified by the Contractor, (ii) the Contractor has no obligation or duty to verify the accuracy or completeness of the Items and (iii) the Contractor makes no representation(s) or warranty(ies), express or implied, with respect to the Items or the Products (other than the Products were prepared in accordance with the standard of care to which the contractor is subject, as set forth elsewhere in this contract), all of which representation(s) and warranty(ies) are hereby disclaimed, including, without limitation, the warranties of merchantability and fitness for a particular purpose. The Authority hereby releases the Contractor from any and all claims, damages, losses, expenses and liabilities of every kind and nature whatsoever, including reasonable attorneys' fees and defense costs, arising out of the use of Items by the Contractor in performing its services under this contract, including, without limitation, the preparation and delivery of the Products to the Authority.

18. **Federal Fund Requirements.**
 - A. Lobbying Disclosure: Contractor hereby warrants as a condition of this contract that if it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, it will not engage in lobbying activities prohibited by the Lobbying Disclosure Act of 1985.
 - B. Certification Regarding Lobbying: Contractor certifies to the best of its knowledge and belief that:
 1. No Federal appropriated funds have been paid in full or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, then Contractor shall fully disclose same to the Authority, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. Drug free Work Place: Contractor certifies that, in accordance with the provisions of O.C.G.A. § 50-24-1, et seq., a drug-free workplace will be provided Contractor's employees during the performance of this contract; and it will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of any subcontracting agreement (Subcontractor's Name), certifies to Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection (b) of Code 50-24-3."
- D. Debarment, Suspension, and Other Responsibility Matters:
1. The Contractor certifies that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the above offenses.
 - d. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.
 2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this contract.
- E. Equal Employment Opportunity: The Contractor will not discriminate against any employee for employment because of race, color, religion, sex or national origin. The Contractor will comply with all sections of Executive Order 11246 - Equal Employment Opportunity.

IN WITNESS WHEREOF the Authority and the Contractor have executed this contract as of the date first written above.

FOR THE AUTHORITY

ATTESTS

By:_____

By:_____

Title:_____

Print Name:_____

FOR THE CONTRACTOR

By:_____

By:_____

Title:_____

Print Name:_____

APPENDIX A
SCOPE OF SERVICES

TBD

APPENDIX B
PROJECT SCHEDULE

TBD

APPENDIX C
PAYMENT SCHEDULE

TBD

APPENDIX D

STATE OF GEORGIA
_____ **COUNTY**

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

By executing this affidavit, the undersigned Borrower verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Georgia Environmental Finance Authority** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned borrower will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the borrower with the information required by O.C.G.A. § 13-10-91(b). Borrower hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (E-Verify User Identification Number)

Date of Authorization

Name of Borrower

Name of Project

Georgia Environmental Finance Authority

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:
