



Lawrence County Government  
Office of Accounts & Budgets  
700 Mahr Avenue  
Lawrenceburg, TN 38464  
Phone: 931-766-4198 Fax: 931-244-6153  
lawrencecountyttn.gov

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# LAWRENCE COUNTY, TENNESSEE

## Request for Qualifications

*For*

**RFQ No. 031124-01**

**Professional Engineering Services**

For

**State Water Infrastructure Grants (SWIG)  
Program**

RFQ Opening

03/11/24

4:30 pm CST

Lawrence County Government will receive sealed Proposals for the provision of **Professional Engineering Services** for a State Water Infrastructure Grants (SWIG) program utilizing American Rescue Plan (ARP) Fiscal recovery Fund Grant. Proposals must be received by **12:00 p.m.** on 03/11/2024. Late Qualifications will be neither considered nor returned.

**Please Deliver Responses to:**

**RFQ# 031124-01  
Lawrence County Office of Accounts & Budgets  
700 Mahr Avenue  
Lawrenceburg, Tennessee 38464**

**The Envelope must show the RFQ#, Name and Closing Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

1. **ADDITIONAL INFORMATION:** Lawrence County wants requests for additional information routed to Kelly Odom at 931-766-4198. Questions must be emailed to [kodom@lawcotn.org](mailto:kodom@lawcotn.org).
2. **ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Lawrence County for a period of ninety (90) days from the date of the Qualifications closing, unless otherwise indicated in their Response.
3. **AWARD:** The result of this Request for Qualifications may result in a contractual agreement.
4. **CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in the vendor registration process prior to the closing of this solicitation.
5. **COPIES:** Lawrence County requires that Qualifications be submitted as one (1) marked original and six (6) exact copies.
6. **DECLARATIVE STATEMENTS:** Any statements or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.
7. **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Lawrence County Government **will not** accept electronically transmitted responses. Facsimile submission is strictly prohibited. All responses must be mailed or delivered by hand.
8. **INCURRED COSTS:** Lawrence County will not be responsible for any costs incurred by the respondents in the preparation of their response.
9. **QUALIFICATION DELIVERY:** Lawrence County requires all response envelopes to be time date and stamped the envelope upon delivery to the Office of Accounts and Budgets. Lawrence County will

not be responsible for any lost or misdirected mail sent by common carrier. Lawrence County shall also not be responsible for responses delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Office of Accounts and Budgets shall serve as the official record of time.

10. **SIGNING OF QUALIFICATIONS:** In order to be considered all Qualifications must be signed. Please sign the original in **blue ink**. By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Qualifications document.
11. **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs” – “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000et seq. It is the policy of Lawrence County Government that all its services and activities be administered in conformance with the requirements of Title VI.
12. **WAIVING OF INFORMALITIES:** Lawrence County reserves the right to waive minor informalities or technicalities when it is in the best interest of Lawrence County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

**These terms and conditions shall be part of the Contract. Lawrence County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust.**

1. **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Lawrence County without prior written approval of the County.
2. **APPROPRIATION:** In the event no funds are appropriated by Lawrence County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
3. **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written specific consent of Lawrence County.
4. **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor’s costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

5. **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
6. **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work shall obtain all necessary permits.
7. **DEFAULT:** If the Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Lawrence County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Lawrence County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Lawrence County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Lawrence County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
8. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Lawrence County, Tennessee. The Chancery Court and/or the Circuit Court of Lawrence County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
9. **INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, Submittals, Award and similar item referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
10. **INDEMNIFICATION-HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Lawrence County its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
11. **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Lawrence County shall not be responsible for any payment, insurance or incurred liability.
12. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Lawrence County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Lawrence County. Lawrence County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or service does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

13. **IRAN DIVESTMENT ACT:** By submission of this solicitation, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
14. **NON-BOYCOTT OF ISRAEL:** The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
15. **LIMITATIONS OF LIABILITY:** In no event shall Lawrence County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Lawrence County has been advised of the possibility of such damages.
16. **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.  
  
Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly an interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Lawrence County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
17. **REMEDIES:** Lawrence County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
18. **RIGHT TO INSPECT:** Lawrence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
19. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
20. **TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Lawrence County Procurement Division.

21. **TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
22. **WARRANTY:** Contractor warrants to Lawrence County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Lawrence County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### SECTION III SCOPE OF WORK

#### **PROJECT OVERVIEW**

Lawrence County Government requests qualifications for services of providing Professional Engineering Services for all activities related to State Water Infrastructure Grants (SWIG) program utilizing American Rescue Plan (ARP) Fiscal Recovery Fund grant allocations provided to Lawrence County.

Lawrence County has received approximately \$5,685,691 in overall ARP funding and anticipates potentially receiving future funding. Lawrence County will receive qualifications from Qualifiers having specific experience and qualifications in the area identified in this solicitation. For consideration, qualifications for this project must contain evidence of the Qualifier's experience and abilities in the specified area and other disciplines directly related to the proposed service.

1. **Development of a Geographic Information System (GIS) Water Map to include Appropriate Software:** Includes ESRI ArcGIS (or equal) platform with five (5) years of software subscription including online platform; also includes five (5) years of basic GIS technician support; includes digitizing of paper maps and supplemental Global Positioning System (GPS) data for major features and initial condition assessment; includes all nine (9) utilities within the county.
2. **Development of a Water System Comprehensive Growth Plan:** evaluation of entire county-wide water infrastructure with newly developed GIS software system; identification of areas of new growth and associated large-scale infrastructure improvements required to support growth; water system interconnections and combined system capacities will be evaluated.
3. **Development of a Water System Capital Improvement Plan:** identification of large-scale capital improvements for water required to support existing and proposed customers for the county; GIS system and basic hydraulic modeling will be used; in addition, results of water loss investigation will be taken into consideration.
4. **Water Loss Investigation:** installation of county-wide zone meter monitoring systems to evaluate water loss and localize areas of leakage to be targeted with leak pinpointing by acoustic methods; includes solid-state zone meters with cellular-based reporting and online zone meter management software with 5-year subscription for each system; initial results will be used for water loss study; equipment will be left in place for long-term water loss management in the county.

5. **Lead and Copper Survey and Development of a Remediation Plan:** newly developed GIS system will be used as the base platform for lead and copper survey; mobile devices will be used to collect field data as needed with the majority of survey data coming from office records, public record analysis through the GIS system; field data collection is intended to be non-intrusive; if intrusive methods are required, system owners will provide.
6. **Development of an Emerging Contaminant Plan:** evaluation of county water systems to determine the influence of emerging contaminants such as PFOS, PFOA, PFAS, and provide plan to address long-term mitigation.
7. **Development of a GIS Wastewater Map for Loretto and Lawrenceburg Wastewater Systems:** includes five (5) years of basic GIS technician support; includes digitizing of Loretto's paper wastewater maps and supplemental GPS data for major features and initial condition assessment and includes supplementing Lawrenceburg's existing GIS map as needed and any existing condition assessment.
8. **Development of a Comprehensive Wastewater System Growth Plan:** evaluation of entire county—wide wastewater infrastructure with newly developed GIS software system; identification of areas of new growth and associated large-scale infrastructure improvements required to support growth; wastewater system interconnections and combined system capacities will be evaluated.
9. **Development of a Wastewater System Capital Improvement Plan:** identification of large-scale capital improvements for wastewater required to support existing and proposed customers for the county; GIS system and basic hydraulic modeling will be used.
10. Other support and consulting functions as required by Lawrence County.
11. Lawrence County reserves the right to select a firm/individual to provide any or all of these tasks and Lawrence County may choose to select multiple firms/individuals using this same RFQ.

#### **STATEMENT OF QUALIFICATIONS**

The respondent must show to the complete satisfaction of Lawrence County that it has the necessary facilities, ability and financial resources to provide the services specified herein in a satisfactory manner. The respondent should also give a past history and references in order to satisfy Lawrence County in regard to the respondent's qualifications. Lawrence County may make reasonable investigations deemed necessary and proper to determine the ability of the respondent to perform the work, and the respondent shall furnish to Lawrence County all information for this purpose that may be requested. Lawrence County reserves the right to reject any offer if the evidence submitted by, or investigation of, the respondent fails to satisfy Lawrence County that the respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Evaluation of the respondent's qualifications shall include:

1. A brief history of responding entity, including general background, knowledge of water and wastewater systems and experience working with relevant agencies;
2. The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
3. The ability to perform the work or provide the service promptly or within the time specified, without delay or interference;
4. The character, integrity, reputation, judgment, experience, and efficiency of the respondent;
5. The quality of performance of previous contracts or services, providing at least one (1) example of work;
6. Respondent must be willing to provide a Certificate of Insurance with Lawrence County named as additional insured.

Respondents must provide a listing of the personnel to be assigned to the project, including organizational structure and each person's area of responsibility. Resumes for each professional assigned to this project are also required. Responders must have sufficient and qualified staff immediately available to conduct contract solicitations and to enter into and manage any components targeted by the RFQ.

A statement of conflicts (if any) the responding entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.

#### **COMMUNICATION WITH LAWRENCE COUNTY DURING QUALIFICATION PROCESS**

Communication with Lawrence County during the Qualification process shall be with the below listed individual unless otherwise directed:

Lawrence County Office of Accounts and Budgets  
Attn: Kelly Odom - Purchasing Agent  
700 Mahr Avenue, Lawrenceburg, TN 38464  
Email: [kodom@lawcotn.org](mailto:kodom@lawcotn.org)

Scope of services, specifications and requirements for this project may be reviewed at: [www.lawrencecountyttn.gov](http://www.lawrencecountyttn.gov) or by contacting Purchasing Agent, Kelly Odom at [kodom@lawcotn.org](mailto:kodom@lawcotn.org).

To ensure accuracy, all communication with Lawrence County should be via email.



**RFQ SCHEDULE**

It is expected that the Professional Engineering Services work will begin as soon as possible.

02/28/24	8:00 am CST	RFQ Issued
03/11/24	12:00 pm CST	Deadline to Submit Qualifications
03/11/24	4:30 pm CST	Purchasing Meeting to open RFQ's
03/11/24	5:00 pm CST	Award of Contract

Lawrence County reserves the right to make adjustments as needed to the above schedule.

**EVALUATION CRITERIA**

<b><u>Item</u></b>	<b><u>Point Value</u></b>
Accomplishing the tasks listed in Project Scope.	50%
Capacity to perform the services within the established timeframe.	25%
References – including contact information for at least three organizations.	25 %
<b>TOTAL</b>	<b>100%</b>

**EVALUATION REVIEW:** Lawrence County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgement as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made a part of the evaluation file. Lawrence County shall have sole responsibility for determining a reliable source. Lawrence County reserves the right to conduct written and/or oral discussion/interviews after the Qualifications have closed. The purpose of such discussions/interviews is to provide clarification and/or additional information. These discussions/interviews shall be at no cost to Lawrence County.

**PROPOSAL AWARD:** Qualifications will be received until Monday, March 11, 2024 at 12:00 pm CST. The qualifications will then be presented to the Lawrence County Purchasing Committee, on Monday, March 11, 2024 at 4:30 pm CST to be publicly opened and read aloud. Qualifications will then be evaluated by the Lawrence County Purchasing Committee, and Kelly Odom, Lawrence County Purchasing Agent.

Lawrence County will negotiate with the recommended firm its proposed fee for each phase of the project. If the County is not able to reach an acceptable agreement, it will stop negotiations with the first firm and begin negotiations with the second ranked firm, and so on, until the County is able to reach an acceptable agreement.

#### **SECTION IV      QUALIFICATION FORMAT**

##### **PART I            COVER LETTER**

Respondents must provide a cover letter authorizing the submission of the Qualification signed by a principal of the company.

##### **PART II            RESPONDENTS INFORMATION**

Name of Company, Address, Telephone Number, Fax Number, Contact Person, E-mail Address of Contact Person, Lawrence County Vendor Number, Copy of Lawrence County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN), Acknowledgement of Addenda (if applicable)

##### **PART III           EXPERIENCE OF ENTITY**

Experience of the Firm  
Experience of the Individuals Performing the Services  
Capacity to Deliver the Required Services  
Administrative Capacity with Resumes of key individuals and their Roles

##### **PART IV           MINIMUM REQUIREMENTS**

Address how the firm will provide the Minimum Requirements as stated in Section III – Statement of Qualifications.

**PART V**      **LICENSES, AFFIDAVITS and INSURANCE**

Respondents must include copies of all Licenses required to perform the work as mentioned both as to individuals working on the project and the firm as a whole (if applicable). Additionally, include the attached Affidavits and Insurance Requirements.



**ATTACHMENT A**  
**NONCOLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:  
(printed name of person signing Affidavit)

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
(legal name of entity submitting bid or proposal)

the Offeror that has submitted the attached Qualification;

2. He/She is fully informed respecting the preparation and contents of the attached Submittal and of all pertinent circumstances respecting such Qualification;
3. Such Submittal is genuine and is not a collusive or sham Submittal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Submittal in connection with the Contract for which the attached Submittal has been submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached Submittal or of any other Offeror, or to secure through any other Offeror, or to fix any overhead, profit or cost element of the submittal or other submittal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lawrence County, TN or any person interested in the proposed contract: and

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

**ATTACHMENT B**

**AFFIDAVIT OF COMPLIANCE WITH**

**IRAN DIVESTMENT ACT**

**TENNESSEE CODE ANNOTATED, SECTION 12-12-106**

Comes, \_\_\_\_\_, president or other principal Officer for and  
on behalf of \_\_\_\_\_, (the "Company") and, after being duly  
authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(title of Affiant)