



Floyd County Board of Commissioners

Request for Proposals (RFP No. 17-0706)

To Provide

Design-Build-Install Services for 2013 SPLOST PROJECT

***Design/Build and Install a Sort Line and
Baler for Rome/Floyd Recycling Center***

Location

**412 Lavender Drive
Rome, Georgia 30165**

Floyd County Government is accepting proposals to design, build and install a sort line for co-mingled recycling material. Commodities include cardboard, paper, PET, HDPE, Aluminum, Steel cans, and unfortunately – Trash. The proposed line should be able to process 3,200 tons of recycled material per year with a projected percentage breakdown listed on the next page. **There will be a pre-bid meeting on Wednesday, June 06, 2017 at 10 am** in the Purchasing Department at the County Administration Building at 12 E 4th Ave in Rome, GA. 30161, Suite 106. After the meeting, you will have a chance to tour the proposed recycling facility location. Final proposals are due on **July 6, 2017 at 2 pm** and can be delivered in person or mailed to the Floyd County Board of Commissioners, Purchasing Department, P.O. Box 946, Rome, GA 30161. Attn: Bill Gilliland, Purchasing Director.

A copy of the existing floor plan and desired material flow is included as an electronic attachment with this proposal package. The scenario presented is desirable but alternative plans are welcome and will be considered. The proposal deemed to be the most advantageous to Floyd County Government should allow the county to process the projected volumes in the most efficient manner. We prefer not to use magnets or eddy currents to help with the process.

Ideally we can staff a double sort line with 7 pick stations on each side for a total of 28 pick stations. Sort line conveyor should be 48” to maximize the material capacity without stressing the reach of the operator. Each sort line should have an independent controller (Allen Bradley or equivalent) to allow the operators to adjust speed as necessary. ALL stations should drop into metal wall bays to be emptied with or pushed by a skid steer loader. The Bays should have a minimum storage capacity to exceed at least 1 bale. Material should drop to the floor, inside of the Bays, where it will be pushed onto a recessed belt. The Baler conveyor will start at bay #3. Material in Bays # 1 and #2 should not be pushed onto the conveyor. Floyd County will cut the floor and build the trench per specifications if preferred. We expect the trench to be gently sloped towards the baler where a drain line will be installed.

We expect 2 separate infeed conveyors to be loaded independently by skid steer. We don’t anticipate the need for a pit/trench for the infeed conveyors. Once again – better options will be considered.

Baler – we expect a 2-ram baler to meet the minimum requirements equal to or better than a Wolverine by Harris.

Commodity	Tons	
Cardboard	400	Metal Wall Bay
Paper	800	Metal Wall Bay
HDPE	325	Metal Wall Bay
HDPE	325	Metal Wall Bay
PET	600	Metal Wall Bay
Aluminum	30	Metal Wall Bay
Tin	120	Metal Wall Bay
Trash	600	Off the end of the Belt into a Bay
Total	3200	

1. CONTRACT INFORMATION

General

The Design/Build/Installer (DBI) will be under contract to supply design services for all components of the line, including but not limited to, onsite prep, demolition, build the proposed line and install to complete the project and provide the Owner with a system ready to operate in a “turnkey” fashion. A drawing is included that depicts the proposed footprint for the installation (once a Lump Sum Price) is agreed between the Owner and the DBI is “at risk” for project price, project schedule, and completion of all assembly and installation as set forth in the Contract Documents. The price and financial structure of this Agreement is the “Guaranteed Maximum Price” method, with an absolute cap on the total price of the contract.

Contract Scope during Phases of Project

The Design/Build/ Install services shall include all Design, Pre-construction, Construction, and Warranty Phase services. The DBI will provide comprehensive administration and management of all aspects of the construction/installation of the project and will work in concert with the Owner and Project Manager towards the successful completion of the project on schedule, meeting or exceeding standards stipulated by the design criteria, and in adherence with standards required by local authorities and other agencies having jurisdiction. It is expected that the DBI will undertake such measures as programming, engineering design, preconstruction, demolition, renovation, and construction of the system.

The successful firm should assemble and manage an appropriate team of qualified professionals capable of implementing all requirements of the Project, as outlined in the RFP. If a Proposal is submitted by a team of individuals or firms, the Proposal shall clearly define the Lead Firm making the Proposal. Design services shall be provided by a design professional registered to perform engineering services in the State of Georgia (if applicable) who retains all responsibilities for design and construction administration services of the Project.

The Owner may consider minor, reasonable revisions to the requirements stated herein as part of the design/ build/installer’s proposal provided there is evidence of improved operation, use, or benefit to the Owner. Any and all such deviations must be specifically and individually identified and justified in the design builder’s proposal.

The Design/Build/Installation, (DBI) services shall include a pre-installation/design phase, and a construction phase. During the pre-installation/design phase, the DBI should provide evaluation, value engineering recommendations, design analysis, constructability reviews and technical input on methods of construction, materials, details, etc. The DBI should provide assistance in studying various system design options.

During the construction/installation phase, the DBI will be responsible for means & methods of construction, safety programs, quality control, certification of all work in place required for payment requests, coordination, scheduling of all work associated with all construction contracts and other

miscellaneous contracts required for the completion of the project within the Guaranteed Maximum Price and schedule.

The DBI shall retain all normal responsibilities for professional design, cost control, schedule and quality assurance including normal construction administration responsibilities.

The actual contract may differ slightly but will be based on AIA format.

The following is a listing of some of the representative services expected to be provided by the DBI

(a) Design and Pre-Construction Phase

- (i) Review Owner's construction budget in regard to the approved project scope.
- (ii) Develop and maintain a master project schedule, a major task based bar schedule (Gantt chart).
- (iii) Develop initial system concepts and scope documents.
- (iv) Lead the design/build/ install team through the design process.
- (v) Provide analysis of alternate construction methods and materials for potential quality, cost and schedule enhancements.
- (vi) Develop the design through complete construction documents.
- (vii) Develop a provisional construction CPM schedule indicating methods and sequencing of construction.
- (viii) Develop requirements for safety, quality assurance, and schedule adherence.
- (ix) Perform a "constructability" review.
- (x) Perform maintainability review of the construction documents.
- (xi) Provide detailed construction cost estimates to achieve owner's budget.
- (xii) Provide analysis of different construction methods for potential quality, cost, and schedule enhancements.
- (xiii) Develop construction/install budget to be maintained throughout construction.
- (xiv) Develop and assist in the evaluation of Value-Engineering options.
- (xv) All documents from the successful DBI award will become property of the Owner.

(b) Bidding and Award Phase

- (i) Pre-qualification of any subcontractors and vendors.
- (ii) Develop requirements to assure time, cost, and quality control during construction.
- (iii) Identify and evaluate potential bidders for all scopes of work.
- (iv) Verify adherence of sub-contractors with design requirements.
- (v) Subcontract with successful firms for construction if not self-performed.

(c) Construction Phase

- (i) Maintain on-site staff for construction management and supervision.
- (ii) Establish and maintain coordinating procedures.
- (iii) Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction, and occupancy.
- (iv) Conduct and record regular job-site meetings. Issue meeting minutes to all parties.
- (v) Coordinate and maintain on-site contract documents in accordance with the General Requirements.

- (vi) Prepare and submit change order documentation for approval of the Owner if necessary.
- (vii) Maintain a system for review and approval of shop and installation drawings.
- (viii) Maintain on-site records and submit formal monthly reports.
- (ix) Maintain quality control and ensure conformity to plans. Maintain one copy on site of all QC reports for Owner.
- (x) Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
- (xi) Develop as-built and record drawings throughout the construction process.
- (xii) Coordinate post-completion activities, including the assembly of guarantees, Operation & Maintenance manuals, warranties, keys, closeout documents, and final acceptance. DBI shall arrange for any training sessions including coordination with Owner's staff.
- (xiii) Develop requirements for safety, quality assurance, and schedule adherence.
- (xiv) Acquire and track all necessary subcontractors, material suppliers, and vendor's lien release documentation.

(d) Warranty Phase

- (i) Coordinate and monitor the resolution of remaining "punch-list" items.
- (ii) Coordinate, monitor, and resolve all warranty complaints in a timely manner and to the satisfaction of the Owner during the general warranty period.

(e) Other Services

- (i) Owner requires that the architectural, structural and mechanical design deliverables include .pdf and .dwg formats and will be property of the owner
- (ii) Enhanced project documentation will be required.
- (iii) Design Professional to provide project rendering.
- (iv) Final project cost information required at Material Completion. This should represent the scope of work included in the project. All support documentation is required in a Uniform Format.

2. Design and Construction Criteria. A detailed proposed phasing and safety plan shall be submitted as part of the proposal. The phasing and safety plan shall be reviewed by the Owner and PM prior to construction and they reserve the right to modify the phasing and safety plan as needed.

Selected materials, systems, fixtures and equipment shall be reviewed for cost, energy-efficiency, durability, maintainability and replacement availability by the Proposing Team and approved by the Owner.

All design and construction work shall be in compliance with all applicable federal, state, and local codes and ordinances. It will be up to the Proposing Team to ensure that all inspection and certification requirements, including construction materials testing (if applicable), are reviewed and approved by the appropriate officials.

3. SCHEDULE OF EVENTS (PHASE II)

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. All times indicated are Eastern. The Owner reserves the right to adjust the schedule as the Owner deems necessary.

(RFP)		
a. Owner issues notice to finalist firms to propose as instructed in RFP	05/25/17	-----
b. Mandatory Pre-Proposal Site Visit (meeting location 12 E 4 th Ave, Suite 106)	06/06/17	10:00AM
c. Deadline for submission of written questions and requests for clarification (See Section 6. below)	06/30/17	5:00 PM
d. Deadline for submission of Design-Build-Install Proposals	7/06/17	2:00 PM
e. Oral Presentations will be scheduled on or after	07/20/17	TBA

4. MANDATORY PRE-PROPOSAL SITE VISIT (PHASE II)

A pre-proposal site visit will be conducted by the Owner and attendance of firms will be mandatory. The mandatory pre-proposal conference and site visit will be **Tuesday, June 06, 2017 @ 10:00AM**. Questions received prior to June 30, 2017, may be addressed during the pre-proposal meeting. Any available additional project information, possibly including some plans and drawings, may be provided at the site visit for review. Firms should bring to this site visit those persons that need to view the facility.

5. SELECTION PROCESS (PHASE II)

FINAL DB Selection, will be initiated by the invitation to the qualified finalists by the Selection Committee. The successful DBI will be determined from the evaluation of proposals received and interviews.

Criteria for the evaluation of Design-Build Proposals:

10% Factor} Relevance of the Experience and Qualifications of the Proposed DB Team to this project, including: Experience of the design team and renovation/construction team, including project manager and superintendent working together on past Animal Shelter / Special Ops or similar projects; Assigned team's experience with projects of similar facility size, type, and complexity; Assigned team's experience with effective budget control; Assigned team's experience with effective schedule

control; Availability of the proposed team for this project; Experience of the proposed team effectively dealing with design and renovation of similar facilities.

15% Factor} Previous performance of the firm including level of quality of the services of the firm to previous customers, customer's statements of that quality, the firm's ability to meet established time requirements, the firm's response to project needs during pre-design, design, preconstruction and renovation/construction, the firm's control of design and renovation/construction quality and budget.

15% Factor} Quality of proposed Design-Build Management Plan, including: The firm's cost management plan; Firm's Schedule management plan during design and renovation/construction; firm's approach for managing changes within the stated cost and schedule limitations; the firm's subcontractor management plan; firm's quality assurance program and plan; the firm's close-out plan; firm's work force plan; and the firm's safety plan and site logistics/phasing plan for proposed project.

Criteria for the evaluation of interviews:

20% Factor} Methodology Presented to assure success and the ability of principals to engender confidence in the ability of the firm to complete the project within the time and cost budgeted, the ability of the team to effectively address Owner program goals, offer solutions to challenging areas of the project, deliver apparent efficiency and effectiveness, offer new ideas that lead to benefits for the Owner, the effectiveness in communication of the team members during the interview process, and the firm's ability to effectively answer project questions and provide solutions during the process.

20% Factor} Committee's assessment of the Overall Fit of the firm and its key team members to the project, including ability of the firm to instill Committee confidence in the firm's understanding of the project requirements, and in the firm's communication and problem solving methods and abilities.

20% Factor} Committee's assessment of the Guaranteed Maximum Pricing or Lump Sum price for the baling and sorting project

Final Evaluation

Upon completion of the evaluation of Project Proposals and interviews by the Selection Committee, proposers will be ranked in descending order based on scoring. A committee recommendation will be presented to the Floyd County Board of Commissioners for approval. Once the successful DBI and the agreed upon fixed fee have been determined, a DBI services contract will be awarded by the Floyd County Board of Commissioners. The actual Form of Contract will be developed by the Owner.

6. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION, AND EXTENSIONS

It is the responsibility of each respondent to examine the entire RFP, seek clarification in writing, and review its submittals for accuracy before submitting. Once the submission deadline has passed, all submissions will be final. The Owner will not request clarification from any single individual proposer regarding their submission, but reserves the right to ask, collectively, all parties that have submitted proposals for additional information. Questions about any aspect of the RFP, or the project, shall be submitted via email to:

Bill Gilliland, Purchasing Director **(706) 291-5109** gillilandb@floydcountyga.org
12 E. 4th Ave, Suite 106, Rome, GA 30161

The deadline for submission of questions relating to the RFP is the time and date shown in the Schedule of Events (Section 3). All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled and answered in writing, and issued directly to all proposers via E-mail. Any proposer exceptions to the RFP requirements or requests for deadline extensions must also be communicated to the Owner by the deadline to be properly considered. Any requests for proposal deadline extensions must include the reason(s) for such a request. The Owner reserves the right to approve or reject such requests as the Owner deems necessary

7. INSTRUCTIONS FOR PREPARING DESIGN-BUILD PROPOSALS

Submittals must be prepared in a manner that when printed would typically fit on standard (8 ½" x 11") paper. Responses are limited to using a minimum of an 11-point font.

TOTAL PAGE COUNT OF THE ENTIRE PROPOSAL SHOULD NOT EXCEED 75 PAGES.

Proposals that include qualifications of more than one firm shall not exceed the page limits. Emphasis should be on completeness, relevance, and clarity of content. To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below.

ALL PAGES COUNT REGARDLESS OF CONTENT

PROPOSAL SUBMITTALS THAT EXCEED THE PAGE LIMIT MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED BY THE SELECTION COMMITTEE.

DESIGN-BUILD PROPOSAL (DELIVERABLES "D", "E" "F" and "G")

D. Qualifications and Experience of Proposed Design-Build-Install Team

D1- Describe your firm's proposed organization for design-build-Install. Designate the specific individuals to fill the following key roles on your team:

- a. Design Executive
- b. Lead Design Professional
- c. Project Executive
- d. Project Director
- e. Project Manager
- f. Superintendent
- g. Cost Estimator
- h. Other (please describe, if applicable)

D2- Provide for each of the above personnel current resumes listing relevant project experience and percentage of the person's time to be committed to this project.

D3- Identify the individual who, *from project start to finish*, will be the leader of your design-build-install team and the principal point of contact between your firm and the Owner, and other consultants. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. This individual's competence, his/her leadership, and his/her ability to achieve *customer satisfaction* will be heavily considered in the selection of a DB firm.

D4- Provide an organizational chart showing detailed lines of responsibility and accountability for your team.

D5- Provide examples of your *recent* experience as DBI in regard to baling and sorting lines and renovation of facilities and systems similar to this project, including the following information:

- a. Provide photographs of similar projects your firm/team completed in the past five (5) years.
- b. Provide a written reference from the Owner (name with current phone number) familiar with your performance on each of the above projects. Provide a Project Manager reference, if applicable. (It is the responsibility of the proposer to verify all contact information provided is accurate)
- c. List the individuals who served as the Project Executive/Director, Design Professional, Project Manager, Superintendent, and Cost Estimator on the projects. Please note whether these individuals are still employed with your firm.
- d. Indicate those projects where an engineering consultant and contractor served a corporate or public client *as a team*.
- e. Provide the two most recent similar projects your firm has completed. Describe the work performed. Include the total quantity of change orders and net total cost increase of change orders to the project. Summarize the actual schedule performance relative to the initial project schedule. For each project, provide the name of an Owner's representative (with a current phone number) who is most familiar with your performance on the project.

E. Management Plan

E1- Describe your process for efficiently resolving issues and maintaining the project commitments working collaboratively with the Owner. Provide specific examples demonstrating your ability to solve complex project issues related to installation/construction without compromising your team commitments.

- E2- Provide your detailed cost management plan for controlling costs on this project within the stated cost limitation during design and renovation/construction. Describe your systems and procedures for controlling costs during design and renovation/construction.
- E3- Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.
- E4- Provide your procurement and workforce plan including details on your plan to assure local contractor opportunity. Describe how your firm intends to arrange the construction into bid packages in order to reach the Owner's schedule and budget objectives.
- E5- Provide your detailed schedule management plan, for this project, during design and installation/construction, etc. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.
- E6- Provide your detailed subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.
- E7- Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.
- E8- Provide your detailed plan for applying any services identified not specifically requested by the Owner. Explain the relevance of these services to this project and how they benefit the project.
- E9- Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring the quality of the renovation/construction workmanship.
- E10- Provide your safety, site logistics, and phasing plans for this project. Describe your plan for working around existing operations and for building access.

F. Preliminary Design Concept

- F1- Provide a preliminary conceptual design plan that includes the following:
 - a. Overall Conceptual Site-plan
 - b. Conceptual Plan view of the project.

G. Exhibits and Documents

8. INSTRUCTIONS FOR PREPARING FEE PROPOSALS

Fee Proposals and 5% bid bond will be submitted in a separate sealed envelope (See Section 10-*Submittal of Project Proposals and Fee Proposals*). The *Design-Builder Fee Proposal Form, Exhibit "E"*, attached to this RFP, shall be submitted by finalists. **Important – Proposers must attach detailed itemization (limit 8 pages) of Proposed Project Costs and Fees, and any exceptions to the items requested above to the Design-Builder-Installer Fee Proposal Form, in same sealed, opaque**

envelope. Proposers shall use itemization format (PDF and Excel), which fully delineates specific costs, expenses and fees for Preconstruction and Construction phases, and is descriptive of all cost detail including, but not limited to, cost of work, in-construction services, overhead, work by others, and insurance and taxes.

PRESENTATION/ INTERVIEW INFORMATION

Interview Format

Each firm will be requested to make a presentation to, and be interviewed by, the Selection Committee. Firms will be notified within the time outlined in section 3, "Schedule of Events". Each firm will be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the interview will not exceed 60 minutes to include: 5 minutes for setup, 30 minutes for proposer presentation, 20 minutes for Committee questions, and 5 minutes for knockdown. Electronic presentations, such as PowerPoint, may be included in the 30 minute presentation. A projector, screen, and laptop will be available or presenter can provide their own for quick setup within the allotted 5 minutes. The presentation may involve flip charts or boards along with oral presentation. All members of the Selection Committee will be present during all of the presentations and interviews. Firms are not allowed to address any questions, prior to the interview, to anyone other than designated contact.

Interview Requirements

The intent of the formal interview process is to provide the Selection Committee with in-depth information from the DBI firm in order to make a final selection of the best-suited firm for the contract award. Firms should focus their presentations on the detailed plan for managing the design and construction, cost, schedule, and quality on the project and any unique characteristics or services the firm offers. Plan to briefly address preliminary design concept. Firms are discouraged from reviewing general company history and past experience. Unless the information is particularly relevant to the project-specific design-build-install plan. All key personnel should be present at the interview including, at a minimum, the lead designer, project superintendent, project manager, and project executive.

10. SUBMITTAL OF PROJECT PROPOSAL FEES

All proposals must be sealed and clearly marked REQUEST FOR PROPOSALS Design-Build-Install Services and addressed to **Floyd County Purchasing Department and delivered to the Purchasing Director's office at 12 East 4th Avenue, Suite 106, Rome, Georgia 30161.** Proposals must include **one (1) original, five (5) copies to include one (1) original and five (5) copies of fee proposal and bid bond in separate envelopes and one electronic copy (CD or Thumb Drive) electronic copy to be in four (4) files, Technical, Fee Proposal, and Drawings.** Complete proposals must be received by 2:00pm legally prevailing time on **July 06, 2017** to be considered.

TOTAL PAGE COUNT OF THE ENTIRE PROPOSAL SHOULD NOT EXCEED 75 PAGES.

11. INVOICING FOR SORT LINE/BALER RECYCLING PROJECT

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- All billing should be a single Invoice based on work progress and a 30 day cycle.

- This includes billing for professional services, all materials, as well as, labor and any equipment charges.

12. ADDITIONAL TERMS AND CONDITIONS (PHASE II)

Restriction of Communication

From the issue date of this solicitation until a successful firm is selected and the selection is announced, proposers are not allowed to communicate for any reason with any members of the Selection Committee except for submission of questions as instructed in the RFP, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the proposal of the offending proposer.

Submittal Costs and Confidentiality

All expenses for preparing and submitting responses to the RFP are the sole cost of the party submitting the response. The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner. Labeling information provided in submittals "proprietary" or "confidential," or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award. Copies of proposals will not be made public until after award and execution of a contract.

Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the Owner and does not obligate the Owner to procure or contract for any services. Neither the Owner nor any party submitting a response will be bound unless and until a written contract, mutually accepted by both parties, is negotiated as to its terms and conditions and is signed by the Owner and a party containing such terms and conditions as are negotiated between those parties. The Owner reserves the right to waive non-compliance with any requirements of this RFP and to reject any or all proposals submitted in responses. Upon receipt and review of responses, the Owner will determine the party(s) and proposal that in the sole judgment of the Owner is in the best interest of the Owner (if any is so determined), with respect to the evaluation criteria stated herein. The Owner then intends to conduct negotiations with such party(s) and in the course of doing so may use ideas expressed in any proposal.

Statement of Agreement

With submission of a proposal, the Proposer agrees that he/she has carefully examined the Request for Proposal, and the Proposer agrees that it is the Proposer's responsibility to request clarification on any issues in any section of the Request for Proposal with which the Proposer disagrees or needs clarified. The Proposer also understands that failure to mention these items in the proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements therein. With submission of a proposal, the Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that Proposer has not directly or indirectly included or solicited any other Proposer to put in a false or

insincere proposal; or (c) that Proposer has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

Permits and Approvals

The selected Proposer will be required to obtain any necessary permits and pay all required fees. No construction will commence without possession of all appropriate approvals, certificates and permits from all governing jurisdictions.

Bond and Security Requirements

1. Bid Bond/Bid Security

A Bid Bond signed by a recognized surety company that is licensed to do business in the State of Georgia, payable to Floyd County, for 5% of the bid amount is required from all firms submitting. This bond guarantees that a bidder will accept the order or contract, as bid, if it is awarded to a firm. The firm shall forfeit bid deposit to the Floyd County should Floyd County award contract to Bidder and Bidder fails to accept the award.

2. Payment and Performance Bond

The selected Proposer or his agent shall provide, or cause to be provided, to Floyd County a payment and performance bond issued by a responsible surety company licensed to do business in Georgia, and be in a form satisfactory to Floyd County and the County Attorney. Such performance bond shall guarantee to Floyd County that the work will be performed in accordance with the contract documents and shall be in an amount not less than 100% of the cost of the project. The Labor and Materials Payment Bond shall be the bond required from the Proposer or his agent in which the surety will guarantee to Floyd County that the Proposer (or his agent a contractor) will pay for the labor and materials used in the performance of the Contract. The claimants will be those having direct contracts with the Proposer or his agent, a contractor. These bonds are required by law and cannot be waived or excused.

Insurance

The selected Proposer shall be required to maintain throughout the construction period insurance typical to the approved project (in amounts and with limits determined appropriate by Floyd County in a form and with carriers acceptable to Floyd County and the County Risk Manager, including, but not limited to, comprehensive general liability, workers' compensation, all risk Site insurance, automobile liability, personal Site, business interruption, builder's risk, , and any other insurance required by law. Floyd County must be named as an additional insured. The selected Proposer shall furnish, within (15) business days of notice of award by Floyd County a Certificate(s) of Insurance that shows that insurance coverage has been obtained that meets the requirements as outlined. Failure to submit the required insurance within the specified time will cause the award to be rescinded. This rescission shall be without recourse as having the required insurance is a condition to execution of the Agreement with Floyd County.

At a minimum: Commercial General Liability and Automobile Liability: combined single limit at least \$1,000,000 per occurrence; Umbrellas liability in the amount of at least \$1,000,000 that follows the coverage forms for underlying liability policies or is broader; Worker's Compensation policy providing statutory limits; Architects' & Engineers' Professional Liability – errors and omissions policy in the amount of at least \$1,000,000 per occurrence. Coverage shall provide

for professional errors and/or omissions in the preparation of designs and/or specifications and include the rendering of supervisory, inspection, or engineering services.

The contractor shall acquire and maintain, if applicable, Fire and extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the owner, the contractor, and sub-contractors as their interest may appear. This provision shall in no way release the contractor or contractor's surety from obligations under the contract documents to fully complete the project.

Modified Proposals

A Respondent may submit a modified Proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date, but not afterwards. The Evaluation/Selection Committee will only consider the latest version of the Proposal submission.

Withdrawal of Proposals Submission

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to Floyd County Purchasing Director for this RFP, prior to the Proposal Due Date or upon the expiration of ninety (90) calendar days after the opening of Proposals.

Late Proposals, Late Modifications and Late Withdrawals

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered unless withdrawn as specified above. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered. Proposals will be due at the time and place specified. Proposals received after the proposal due date will not be considered. The responsibility for submitting a proposal to Floyd County on or before the stated time and date is solely and strictly the responsibility of the Proposer. Floyd County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence not solely within the control of Floyd County.

RFP Postponement/ Cancellation

Floyd County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any minor, technical, or non-substantial irregularities defects and mistakes in this RFP or in the proposals received as a result of this RFP.

Costs Incurred By Respondents

All expenses involved with the preparation and submission of proposals to Floyd County, including, without limitation, the costs of consultants, attorneys or agents, or any work performed in connection therewith, shall be borne by the Respondent(s). No payment will be made for any responses received, nor for any other effort required of or made by the Respondent(s) prior to commencement of work as defined by a contract approved by Floyd County. Such costs are to be funded by the respondents and shall not in any instance, be reimbursed by Floyd County

Oral Presentations

Floyd County will require respondents to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this RFP Submission Schedule Timetable.

Proprietary/Confidential Information

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after award.

Negotiations

Floyd County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Floyd County reserves the right to reject any or all proposals. Floyd County reserves the right to re-solicit this proposal. Floyd County reserves the right to enter into contract negotiations with the selected Proposer. If Floyd County and the selected Proposer cannot negotiate a successful contract, Floyd County may terminate said negotiations and begin negotiations with another selected Proposer. This process will continue until a contract acceptable to Floyd County has been executed or all proposals are rejected. No Proposer shall have any rights against Floyd County arising from such negotiations or termination thereof. No contractual relationship shall exist until execution of the contract by the parties. A contract will be furnished by Floyd County, and will be in a form acceptable to the County Attorney, and the Floyd County Board of Commissioners.

Review of Proposals for Responsiveness/ Responsibility

Each Proposal will be reviewed to determine if the submission is responsive to the requirements outlined in the RFP. A responsive submission is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive. A responsible Proposer is one that has the capability, as ultimately determined by the Selection Committee and Floyd County, in all respects to perform fully the contract requirements, and the integrity and reliability of which gives reasonable assurance of good faith performance. Only a Proposer who best meets the applicable criteria and who is found by the Selection Committee to be both responsive and responsible will be eligible for the award.

Bankruptcy

Any Respondent who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, may be deemed not responsible.

EXHIBITS and DOCUMENTS

Please complete the following exhibits and documents issued with this RFP.

(Exhibit A)
CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete and truthful.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer and any principle employee of the proposer have not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer or any principle employee of the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract or have been terminated for cause on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Owner may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the Owner may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., by meeting or having complied with the provisions in the Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01: Contractor will also be required to warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

I acknowledge and agree that all of the information contained in the Statement of Qualifications/Proposal is submitted for the express purpose of inducing the Owner to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Signature

Sworn and subscribed before me

This ____ day of _____, 20__.

NOTARY PUBLIC _____ NOTARY SEAL: My Commission Expires: _____

Exhibit B
Disclosure Statement

All proposers should be aware that the project you are submitting a proposal on is a public project, and the Owner is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, the Owner shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, **you must include this Disclosure Statement with your submittal** that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years between your firm and the Owner or the ultimate end-user of the proposed project.

Insert Response

2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to the Owner or the end-user of the proposed project within the prior one-year period.

Insert Response

3. A *conflict of interest* or *potential conflict of interest* is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with the Owner or the end-user of this project.

Insert Response

This Disclosure Statement should be dated and signed by an authorized signator for the Proposer and submitted with the Proposer's Submittal as deliverable A10.

Name of Firm

Authorized Signature

Date

Exhibit C
DESIGN-BUILD-INSTALL FEE PROPOSAL
(Submit in a Sealed Envelope with bid bond accompanied by Detailed Itemization)

1. DESIGN FEES

Design Fees. For Design Services provided by Design-Builder as set forth in the General Requirements, Owner shall pay to Design-Builder a Design Fee. Design Fee shall be expressed below as a lump sum and include both design phase & construction contract administration phase services. Preconstruction Fee and Construction Fee in (2.A.) and (2.B.) below do not apply to Design Fees.

Design Fee	(Includes Design Phase & Construction Contract Administration Phase Services)	\$
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2. DESIGN BUILDER'S FEE:

Basis of Fee. The Design-Builder's fee is the amount agreed to by both parties, which is the full amount of compensation due to the Design-Builder as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the Design-Builder performs all the requirements of the Contract Documents within the time limits established. (See General Requirements of Specimen Contract.) If applicable, the fees and costs should be broken down by each site within the project.

A. PRE-CONSTRUCTION FEE:

Pre-Construction Fee. For the Pre-Construction Phase Services provided by Design-Builder as set forth in the General Requirements, Owner shall pay to Design-Builder a Pre-Construction Fee. Pre-Construction Fee shall be expressed as a percentage (%) of the proposed maximum Labor Costs and Pre-Construction Costs and Expenses associated with the Pre-Construction Phase:

Pre-Construction Fee		%
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B. CONSTRUCTION FEE:

Construction Fee. For the construction services provided by Design-Builder as set forth in the General Requirements, Owner shall pay to Design-Builder a Construction Fee. Construction Fee shall be expressed as a percentage (%) of the Cost of the Work and Overhead Costs and Expenses.

Construction Fee		%
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3. DESIGN BUILDER'S OVERHEAD COSTS AND EXPENSES (Preconstruction and Construction Phase Services):

A. PRE-CONSTRUCTION COSTS

The Design-Builder's Pre-Construction Design Phase Costs: The maximum amount for the Design-Builder's costs associated with the Pre-Construction Phase shall not exceed the following amounts:

		TOTAL
Maximum Labor Costs (other than design services above)	(Detailed Itemization Must Include a Breakdown of Salary and Labor Burden)	\$
Maximum Pre-Construction Costs and Expenses (other than design services above)	(All Other Proposed Construction Overhead Costs Not Reflected Above)	\$
MAXIMUM AMOUNT FOR PRE-CONSTRUCTION LABOR, OVERHEAD COSTS AND EXPENSES		\$

B. CONSTRUCTION COSTS

The Design-Builder's Overhead Costs. The maximum amount for overhead cost is inclusive of all direct and incidental expenses including but not limited to travel, sustenance, reproduction, salaries, wages and field office expenses, and those costs listed in the General Requirements. If authorized by the Owner to proceed with Construction Phase Services, the Design-Builder will execute the work and be reimbursed for the actual costs as defined in the Contract Documents. The Maximum Overhead and Direct Expenses is inclusive of all incidental and direct expenses including but not limited to: travel, sustenance, reproduction, salaries, wages, design and field office expense, bonds, insurance and those costs listed in the Contract Documents and correctly depicted in attached Detailed Itemization.

		TOTAL
Maximum Labor Costs	(Detailed Itemization Must Include a Breakdown of Salary and Labor Burden)	\$
Maximum Other Overhead Costs and Expenses	(All Other Proposed Construction Overhead Costs Not Reflected Above)	\$
MAXIMUM AMOUNT FOR CONSTRUCTION LABOR COSTS, OVERHEAD COSTS AND DIRECT EXPENSES		\$

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Important – Proposers must attach detailed itemization of Proposed Project Costs and Fees, and any exceptions to the items requested above to the Design/Build Fee Proposal Form. Itemization format (of their choosing) which fully delineates specific costs, expenses and fees for design, preconstruction and construction phases, and is descriptive of all cost detail including but not limited to cost of work in-construction services, overhead, work by others, and insurance, bonds and taxes. Itemization should include a detailed breakdown of Design Builder’s labor burden.

Proposer: _____
(Company name)

Project No: _____

By: _____ Date: _____
(Name)

Title: _____

Document A

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

By executing this affidavit, the undersigned contractor 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 Floyd County Georgia 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 contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

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

Executed on _____, ____ in 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:

(Notary Seal or Stamp Required)

Document B

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with _____ (name of contractor) on behalf of FLOYD COUNTY, GA 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Numer

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____ in 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:

(Notary Seal or Stamp Required)

Document C

I. CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE



Document D

FLOYD COUNTY BOARD OF COMMISSIONERS

II. DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub Vendor to work in a drug-free workplace shall secure from that sub Vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____



Document E

CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's 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 supplier 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 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL 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 supplier.***

Document F

STATE OF GEORGIA,
COUNTY OF _____:

NOTICE OF COMMENCEMENT

TO: CLERK OF SUPERIOR COURT OF _____ COUNTY, GEORGIA

Pursuant to O.C.G.A. § 13-10-62(a), not later than fifteen (15) days after physically commencing work on the property, the undersigned gives Notice of Commencement of improvements to property including the following information:

1. The name, address and telephone number of the contractor;

2. The name and location of the public work being constructed or a general description of the improvement;

3. The name and address of the state or the agency or the authority of the state that is contracting for the public works construction;

4. The name and address of the surety for the performance and payment bonds, if any; and

5. The name and address of the holder of the security deposit provided, if any.

Contractor: _____

By: _____

Name: _____

Title: _____

THIS DOCUMENT MUST BE FILED WITH THE CLERK OF THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE PROJECT IS LOCATED AND A COPY OF THIS DOCUMENT MUST BE POSTED AT THE PROJECT SITE NOT LATER THAN FIFTEEN (15) DAYS AFTER THE CONTRACTOR PHYSICALLY COMMENCES WORK ON THE PROPERTY.

WITHIN TEN (10) CALENDAR DAYS OF THE RECEIPT OF A WRITTEN REQUEST, GIVE A COPY OF THIS NOTICE OF COMMENCEMENT TO ANY SUBCONTRACTOR, MATERIALMAN OR PERSON MAKING THE REQUEST.