

PIKE COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL FOR:

HVAC TO PIKE COUNTY MIDDLE SCHOOL

GENERAL REQUIREMENTS

The Pike County School District ("Owner") is soliciting proposals from qualified Contractors that are interested in and capable of providing a combination of professional services including pre-construction and construction services for the HVAC Modifications to Pike County Middle School. If your firm is experienced in similar type and size projects, you are invited to submit your proposal for consideration for Construction Services for the projects. The district is seeking to hire a Contractor to manage the construction projects included in the RFP. Construction management delivery method is preferred. All proposers are requested to include requested fee % for application to each project.

Responsibility

The selected Contractor will be required to assume total responsibility for all services offered in his/her proposal. The selected Contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters. The Contractor shall also be expected to obtain at least three bids for each bid package (work category), exclusive of the Contractor's guaranteed maximum price for the individual bid packages (work categories). If any bid packages receive less than three qualified bids, the Owner reserves the right to return the bids unopened and require rebidding these packages. The Contractor shall be required to submit a GMP for each bid package (work category) to Pike County School District prior to the opening of subcontractor bids. All subcontractor bids shall be opened in a location designated by the Pike County School District and all subcontractor bids shall be opened in the presence of a representative of the Pike County School District. The Contractor will not perform any portion of the project with its own forces except as may be mutually agreed to by the owner and the Contractor and as allowed by the Georgia Department of Education. Individual trade contracts will be between the Contractor and the Trade Contractors, subject to School District approval.

The Contractor agrees to perform all work in compliance with O.C.G.A.13-10-91, et seq., Georgia Security and Immigration Compliance Act. The Contractor shall state affirmatively that the individual, firm, or corporation which is contracting with the Pike County School District, has registered with and is participating in a federal work authorization program using any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. See *Attachment 5* that must be complete with proposal.

The Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the District, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Pike County School District at the time the subcontractor(s) is retained to perform such service.

The Contractor also agrees to perform all work in compliance with O.C.G.A. 50-36-1 Systematic Alien Verification for Entitlements (SAVE) program. The Contractor agrees that, should it employ or contract with any subcontractor(s) pursuant to this contract with the District, the Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 50-36-1. The Contractor also agrees to provide verification of compliance with executed affidavits available on the Department of Audits and Accounts website at, http://www.audits.ga.gov/NALGAD/Files/OCGA_50-36-1xex2x/pdf. The Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Pike County School District at the time the subcontractor(s) is retained to perform such service.”

Respondents to this RFP agree to waive any claims they have or may have against the Owner, its employees, agents, members, representatives and legal counsel, arising out of or in connection with the: (1) administration, evaluation, recommendation or selection of any proposal; (2) waiver of any representations under the proposal or documents; (3) approval or rejection of any proposal; and (4) award of a contract.

Required Bonds and Insurance

Prior to the award of a contract, the Contractor shall provide the School District with a 100% Performance and Payment Bond from a bonding institution listed in the current edition of the Federal Register as a surety for its faithful performance of this contract. Bonds must be kept in force for the duration of the contract; and, executed by a resident agent of the State of Georgia; and, be in compliance with Georgia Revised Statutes.

Below is listed the insurance coverage which must be procured by the contractor at his own expense. The contractor agrees to follow instructions indicated in each case:

- (1) Comprehensive General Liability Insurance. Combined Single limits including Bodily Injury and Property Damage with limits of \$1,000,000 for each occurrence, personal and advertising injury with a limit of \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates. General Liability should include premises/operations coverage and products and completed operations coverage. Policy should include X, C, U (Explosion, Collapse, and Underground Coverage).
- (2) Auto Liability - including Owner, hired, and non-owned vehicles with Combined Single limits including Bodily injury and Property damage of \$1,000,000 for each occurrence.

- (3) Umbrella Excess Liability Insurance: Contractor shall carry umbrella excess liability including Auto, General Liability and Workers' Compensation in the amount of \$1,000,000 over existing primary insurance and over self-insured hazards.
- (4) Environment Impairment Liability and/or Pollution Liability - \$1,000,000 per occurrence.
- (5) Worker's Compensation: As required by law.

All of the above policies must be occurrence based. The Pike County School District shall be named as an additional insured on all policies. The policies shall contain provisions that the coverage provided by said policies shall be primary to any insurance maintained by the School District. Said insurance shall in fact be primary to any insurance maintained by the School District.

Evidence of required bonds and insurance shall be presented prior to the execution of a GMP contract. The required bond shall be indicated as a single line item on the Contractor's GMP breakdown, and the bonding amount shall be adjusted by change order when all contract cost are established by procurement of subcontract bids. Insurance policies to be carried under the agreement shall not be changed, canceled, or allowed to expire without thirty (30) days prior written notification to the School District.

Should the Contractor elect to require certain subcontractors to provide Performance Bonds and Labor and Material Payment Bonds, the cost of these subcontractor provided bonds shall be the responsibility of the Contractor and shall not be included in the GMP. The cost of these subcontractor provided bonds shall be itemized as a separate line item on the subcontractor's bid form.

Taxes, Fees, Code Compliance and Licensing

The Contractor shall be responsible for the payment of any required taxes or fees associated with the execution of a GMP contract. The Contractor shall also be responsible for compliance with all applicable codes and statutes. All installation and construction work shall be done by sub-contractors licensed in the State of Georgia.

Payment

Contractor shall submit monthly payment applications using AIA G702 and AIA G703 Continuation Sheets in addition to Georgia State Department of Education DE Form 0263, July 1982 Edition.

The Contractor shall hold harmless, defend, and indemnify the Owner, the Architect, and other design consultants against all claims, suits, actions, costs, council fees, expenses, damages and/or judgments in decrees by reason of persons or property being damaged or injured by the Contractor or any of the Contractor employees/subcontractors in any capacity during the progress of the work, whether by negligence or otherwise, but not for the negligent acts of the indemnified parties.

REPRESENTATIVE SERVICES TO BE PROVIDED BY THE CONTRACTOR

Project Planning

1. Evaluate preliminary documents for constructability, value opportunities and scheduling at each phase of design.
2. Participate and assist in planning meetings.
3. Provide estimates at the Construction Document phase and an estimated monthly construction payment schedule to assist the owner with financial budgets.
4. Conduct a Value Engineering review, including Life Cycle Cost, and evaluations for alternate materials and systems.
5. Prepare and submit cash flow analysis to Owner.

Bidding and Awarding Phase

1. Separate construction work into appropriate work categories.
2. Develop requirements to assure time, cost, and quality control during construction.
3. Provide an estimated construction schedule for issuance with the bid package.
4. Identify bidders and generate bidder interest. Maintain a list of firms contacted and dates of contact for review by the Owner.
5. Schedule and conduct pre-bid conferences in conjunction with the architect and representatives from the School District.
6. Advertise and distribute bidding documents.
7. Assist in development of necessary addenda and distributing of these addenda to known bidders.
8. Monitor bidder activity.
9. Review and analyze bids and recommend awards.
10. Collect executed contracts, purchase orders, affidavits of assurance, insurance certificates, and performance and payment bonds and distribute copies to Owner, Architect and contractors.
11. Update schedule.
12. Assist in Pre-Construction meetings.

Construction Phase

1. Maintain staff for construction management to include an on-site superintendent. Superintendent shall have supervised past projects of equal size and scope and have excellent performance references from the owners for a minimum of three (3) projects within a period of

- five (5) years maximum. Contractor shall submit his proposed superintendent/superintendents and references for review by the Owner and Architect with this proposal.
2. Assure timely procurement of all required permits.
 3. Establish and maintain coordination procedures.
 4. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
 5. Conduct and record a minimum of bi-weekly job progress meetings following a Contractor generated agenda with the Architect, Owner and all active trades, and follow-up with distribution of minutes to all parties.
 6. Coordinate and log all request for information (RFI's).
 7. Maintain a daily log of jobsite activities.
 8. Prepare and submit change order documentation for review and approval by the architect and School District. Review change order proposals to verify validity, purpose, and cost if applicable.
 9. Maintain a system for review and approval of shop drawings if applicable.
 10. Maintain written and photographic records and submit routine reports to the architect and School District. Aerial progress photographs should be taken on a monthly basis or more often as changes require.
 11. Maintain quality control and ensure conformity to contract documents.
 12. Establish and maintain a jobsite safety program.
 13. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
 14. Provide coordination of post completion activities, including the assembly of guarantees, manuals and the owner's final acceptance.
 15. Coordinate and assure timely completion of final punch list.
 16. Compile as-built drawings **throughout construction** as needed.
 17. Assemble close-out documents and forward to Architect for approval.
 18. Coordinate any training specified for Owner's personnel.
 19. Provide all services listed under "General Conditions" in Attachment 1.

Post Occupancy Phase

1. Implement and coordinate the one (1) year warranty and one (1) year warranty inspection.
2. Respond to request for corrections for work items found not to be installed correctly.
3. Respond to warranty related request.
4. Assist in post-construction review of the facility.

SELECTION PROCESS

The services being sought under the RFP are considered professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the responding firms and will result in an award that is in the best interest of the School District. The selection process for these services may proceed in two phases. At the completion to the second phase, a GMP contract may be negotiated. Evaluations will be performed by a committee. The following is a summary of the selection process:

Phase I - Proposal Evaluation

Interested Contractors responding to this proposal request must provide the information required to meet the criteria contained in "Response Format and Contents". The evaluation committee will evaluate submittals and choose the most highly qualified Contractor, and may invite them to participate in Phase II of the selection process. The following criteria will be considered in choosing the most highly qualified Contractor:

1. Firm History and Information
2. Relevant Experience
3. Project Personnel
4. Financial Information
5. Project Approach
6. Claims History
7. References
8. Fee Structure

Phase II - Interviews

The Contractor firms chosen as a result of the Phase I evaluation process may, at the discretion of the evaluation committee, be asked to participate in oral interviews. Following these interviews, the evaluation committee will recommend a Contractor to the Board of Education for review and approval.

Negotiation and Signing of Contract

Upon completion of Phase II and the determination that the project is feasible and acceptable to the Pike County Board of Education, a modified AIA A133 contract without Mandatory Amendment #1, or other agreed upon contract will be executed between the selected Contractor and the School District. A GMP will be prepared by the Contractor and shall incorporate all costs incurred by the Contractor for each phase or phases associated with the projects. The GMP shall be submitted to the School District and shall include a preliminary schedule of values, a preliminary schedule of work category bid packages and a preliminary monthly cash flow chart. Upon agreement by all parties on the GMP, and

acceptance of the GMP by the Board of Education, the Mandatory Amendment #1 will be completed, signed and attached to the contract and shall constitute the full contract for the projects. Upon completion of Mandatory Amendment #1, procurement of subcontract bids will commence. In the event a GMP cannot be agreed upon by all parties, the Contractor will receive no compensation for pre-construction services.

The GMP shall also include a Contractor contingency equal to seven percent (7%) of the total construction amount and shall be listed in the GMP as a line item amount. At the completion of the project, all remaining balances in Allowances and Contingency funds shall be returned to the Owner.

RESPONSE FORMAT AND CONTENTS

General Information

Responses must be submitted in the format outlined in this section. Each response will be reviewed to determine if it is complete prior to actual evaluation. Failure to provide accurate, up to-date responses to any and all portions of the RFP may result in disqualification without prejudice. The School District reserves the right to eliminate from further consideration any responses that are deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of the School District is that all responses follow the same format in order to evaluate each response fairly. The School District may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided.

Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred.

Any exceptions taken to the terms and conditions of this RFP must be clearly identified. If no exceptions are listed, it will be concluded that the proposer will meet, in every detail, the conditions stipulated in this RFP.

Proposals may be modified or withdrawn by written notice received prior to deadline for receipt of proposals. A proposal also may be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the proposal, but only if the withdrawal is made prior to the deadline set for receipt of proposals.

The proposal form (*Attachment 4*) shall be signed by such an officer, member, or person as is duly authorized to bind the Contractor to a contract.

Each respondent shall provide the School District with **three (3)** copies of the RFP and, in a separate sealed envelope, provide **three (3)** copies of the Construction Services Fee Structure form (*Attachments 12 & 2*). Begin each section and subsection as described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly across the bottom of each page.

Submission of a response authorizes the School District to make inquiries concerning the respondent and its officers to any persons or firms deemed appropriate by the School District.

Questions that arise prior to the proposal submittal date shall be submitted in writing to both the School District and the architect.

Proposal Format

Firm History & Information

Briefly describe your firm's organizational structure and history. Include the following information:

- Cover letter [limited to two (2) letter-size pages] at the beginning of the proposal. The cover letter shall include a project title, Contractor information (including name, address, e-mail address, and telephone and fax number), names, email addresses and telephone and fax numbers of persons authorized to provide any clarifications required. The letter should express your organizations commitment to the following topics:
- Why you believe your firm is aptly suited to perform Construction services for the District.
- What specific qualities/attributes you and your firm possess that would enable you to meet the School District's educational specifications and high expectations of service in a superior manner.
- Identify specific instances where other school districts have benefited as a result of your association with their construction program.
- Comment on your firm's qualifications, including general information and brief history of the firm, including a chronology of the firm's origin through its current status and any changes in ownership or locale since its inception.
- Furnish an organizational chart for your firm specifically indicating those who will be involved in this program, the length of time that the current management team has been with the firm and the amount of involvement that senior management will devote to this project.

Relevant Experience (30%)

Provide a list of all relative and similar projects completed in the past five (5) years within 100 miles of Pike County and specifically identify the four (4) most recently completed projects on the list. Include the following information:

- Project name and location
- General description (new construction, addition, renovation)
- Project delivery method
- Project's original budget and final cost
- Percentage of change orders
- Project's total square footage
- Project's cost per square foot (indicate if \$/sf includes sitework)
- Project start and completion dates
- Scheduled duration vs. actual completion time
- Owner's contact information
- Project architect's contact information

Project Team

Each respondent shall attach a project staffing plan including the following:

- A project organization chart showing a graphic representation of the participants listed as members of the project team and their responsibilities in the program.

- Initial staffing showing the percentage of time each staff member is to be assigned to the project team.
- A one-page resume including education, experience and any other pertinent information shall be included for each team member assigned to the projects.
- A list of relevant projects that each team members has participated in during the past five (5) years. Indicate the team member's title and reference contact for each project.
- Describe your method of prequalifying and generating interest from qualified subcontractors.

Financial Information (10%)

Provide a **complete audit report** for the firm, or firms, in the case of a joint venture (a review report is not acceptable. The financial statement must be within **6 months** of year end, but in no case more than **18 months** old. A review report or financial statements without the complete audit report is not acceptable.

Provide a compliance letter from your bonding company showing consent to provide 100% Performance and Payment Bonds for your services as a Construction Manager.

Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of Georgia. The certificate of insurance should be addressed to the District and be dated within 30 days of the bid date.

Project Approach (10%)

Provide a brief outline and description of your firm's approach for these projects. The description should include, at a minimum, your approach to the following topics:

1. Pre-Construction Services
 - a. Constructability Review
 - b. Cost Control
 - c. Generating Bidder Interest
 - d. Subcontractor and Material Supplier Qualifications
 - e. Value Engineering
2. Schedule Control
 - a. Include a preliminary schedule for this project including pre and post construction activities.
 - b. Schedule Recovery
3. Budget
 - a. Change Order Management
4. Safety Program
5. Quality Control
6. Post Completion Activities

Briefly describe your greatest concern regarding delivery of these projects.

Claims History (5%)

List all litigations, arbitrations, and mediations in which the firm has been involved in the past five (5) years and indicate the disposition of each such claim, the name of the owner, and the nature of the claim.

References (5%)

Provide five (5) references from Owners that you have worked with in the past that the District can contact to discuss your firm's performance and teamwork. The references requested are for the Contractor firm only and not individuals within the firm.

Fee Structure (40%)

Contractor shall stipulate lump sum fee for General Conditions on *Attachment 1*, and a percentage fee for Overhead and Profit on *Attachment 2*. **Submit Attachments 1 and 2 and the completed "Contractor Cost Proposal Summary", in a separate sealed envelope with your proposal.**

Fees for General Conditions not itemized in the schedule of values and Overhead and Profit shall be billed as a percentage of the total project completion

CONSTRUCTION SERVICES FEE STRUCTURE

I. General Conditions

1. Design Phase Services
2. Bidding Phase Services
3. Project supervision (specify number of persons on full-time basis).
4. Project Clerical
5. Development of Reports (provide daily and monthly written reports including a daily log and pictorial records of the project progress.)
6. Safety and security measures to include all OSHA requirements.
7. Performance & Payment Bond
8. Payroll Taxes on Contractor's personnel
9. Builder's Risk Insurance
10. Insurance for Construction Manager, personnel, equipment and building
11. Temporary office trailers, including office equipment and furnishings with office supplies, telephone, fax, utilities and all reimbursables as required.
12. Vehicles for Construction Manager's staff.
13. Installation, maintenance and removal of Temporary Fencing.
14. Project construction signage.
15. Temporary sanitation facilities.
16. Jobsite security.
17. Portable construction heat as required.
18. Dump trucks, rubber tire loaders and sweepers for project cleanup; including service, maintenance, gas and oil.
19. Dumpsters, labor, tools, supplies and disposal fees for periodic and final project cleanup.
20. Building layout including engineers, instruments and supplies.
21. All insurance listed in the "General Information" section.
22. All required permits, fees and applicable state and local taxes.
23. Provide EPD storm water monitoring associated with construction activity.
24. Travel and living expenses for Contractor's Staff.
25. Where water service and electric power are already available on-site, use water and electric power from Owner's existing systems without metering and without payment of use charges. Use of Owner's existing water and electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner. At Substantial Completion restore these facilities to condition existing before initial use.
26. Temporary lighting.
27. Weather protection.
28. Printing cost for submittals and close-out documents. Contractor is responsible for the cost of printing all construction documents needed for the construction of the project.
29. Preparation of close-out documents, including hard copies and electronic copies
30. Monthly progress photos.
31. Subcontractor bid advertising cost.
32. On-site and off-site material storage
33. Post-Occupancy/Warranty Phase Services
34. Mobilization and De-Mobilization
35. Final Clean-up
36. Itemize any additional General Condition cost not specified above.

Total General Conditions: \$

**CONSTRUCTION SERVICES
FEE STRUCTURE**

Overhead and Profit %

*Work Categories self-performed by the Contractor will not receive overhead and profit mark-up.

Alternates and Change Orders

1. Any Contractor fee for alternates accepted by the Owner shall be paid using the percentage stipulated herein.
2. Change Orders will only be considered on Owner requested changes and unforeseeable conditions. For all executed change orders (changes in the work), the contract sum and Contractor Fee shall be as specified in AIA A201 – 2007 General Conditions, Article 7. Delete from paragraph 7.3.7 the words “the Agreement, or if no such amount is set forth in the agreement, a reasonable amount” and insert the following paragraph 7.3.7.6 and subparagraphs .a, .b, .c, .d, .e and .f to 7.3.7:
 - A. 7.3.7.6 In paragraphs 7.3.3 and 7.3.7, the allowance for overhead and profit combined, included in the total cost to the Owner shall be based on the following:
 1. 7.3.7.6.a For the Contractor, for any work performed by his forces, that percentage for overhead and profit as stated in the Construction Manager at Risk Proposal Form.
 2. 7.3.7.6.b For the Contractor, for any work performed by his subcontractors, that percentage for overhead and profit as stated in the Construction Manager at Risk Proposal Form.
 3. 7.3.7.6.c For each subcontractor involved, for any work performed by his own forces, fifteen percent (15%) of the subcontractor’s cost.
 4. 7.3.7.6.d Overhead and profit is to be applied to only those costs identified in paragraphs 7.3.7.1 thru 7.3.7.5.
 5. 7.3.7.6.e In order to facilitate checking and verification of change order proposals for both increases and decreases in the contract amount, all change order proposals shall be accompanied by a complete cost breakdown of the items in 7.3.7.1 thru 7.3.7.5 for both the Contractor and the subcontractors.
 6. 7.3.7.6.f The only allowable mark-up for the cost of changes in the Work shall be for overhead and profit as stated in subparagraphs 7.3.7.6.a, 7.3.7.6.b and 7.3.7.6.c.

ANTICIPATED DESIGN SCHEDULE & CONSTRUCTION PHASING

HVAC MODIFICATIONS TO:
PIKE COUNTY

| | |
|--------------------------------------|-----------------------------|
| Advertise | May 21, 2021- June 20, 2021 |
| Mandatory Preproposal Conference (*) | June 3, 2021 at 10:00 am |
| Proposals Due | June 22, 2021 at 9:00 am |
| PCSS BOE Approval | June 22, 2021 |
| Begin Construction PCMS | After July 1,2021 |
| Substantial Completion | July 2022 |

***Location of Mandatory Preproposal Conference:**

**Pike County Schools Facilities Department
7452 US Highway 19 South
Zebulon, GA 30295**

Responses to RFP should be sealed and delivered to:

**Pike County Board of Education
ATTN: PCMS HVAC
16 Jackson Street
Zebulon, GA 30295**

CERTIFICATION OF INFORMATION PROVIDED

The information provided herein is accurate to the best of my knowledge and can be accepted by the recipient as a true representation of:

Firm Name:

Signed:

Position: _____

Date: _____

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:
