

# REQUEST FOR PROPOSAL

*ISSUING AGENCY*

*WHITE COUNTY BOARD OF COMMISSIONERS  
1235 HELEN HIGHWAY  
CLEVELAND, GEORGIA 30528  
PHONE: 706-865-2235  
FAX: 706-865-1324*

*ISSUE DATE*

*THURSDAY, MARCH 30, 2017*

*PROPOSAL CLOSING DATE*

*THURSDAY, APRIL 27, 2017*

*PROPOSAL CLOSING TIME*

*4:00 P.M.*

*Commodity*

*Yonah Preserve Park Improvements –  
Construction Management at Risk*

## REQUEST FOR PROPOSAL

THE WHITE COUNTY BOARD OF COMMISSIONERS IS REQUESTING PROPOSALS FROM QUALIFIED CONSTRUCTION MANAGEMENT AT RISK FIRMS (CMAR) TO CONSTRUCT PARK AND RECREATION IMPROVEMENTS LOCATED WITHIN YONAH PRESERVE, ACCESSIBLE THROUGH THE WHITE COUNTY RECREATION DEPARTMENT AT 327 ASBESTOS ROAD CLEVELAND, GA 30528. THE CMAR MUST HAVE CURRENT BUSINESS LICENSE. THE CMAR SHALL PROVIDE ALL MATERIALS AND SERVICES NECESSARY IN THE PERFORMANCE OF THIS RFP.

PROPOSALS WILL BE RECEIVED BY WHITE COUNTY BOARD OF COMMISSIONERS, 1235 HELEN HIGHWAY CLEVELAND, GA 30528 UNTIL 4:00 P.M. LOCAL TIME ON THURSDAY, APRIL 27, 2017. LATE PROPOSALS WILL NOT BE CONSIDERED NOR RETURNED. PROPOSALS WILL BE FORMALLY ACCEPTED AND ACKNOWLEDGED AT THE WHITE COUNTY BOARD OF COMMISSIONERS OFFICE BY STAFF PERSONNEL.

THE PROPOSAL DOCUMENTS AND SPECIFICATIONS ARE AVAILABLE FOR INSPECTION AT THE WHITE COUNTY BOARD OF COMMISSIONERS OFFICE, 1235 HELEN HIGHWAY, CLEVELAND, GEORGIA 30528; PHONE 706-865-2235 OR FAX 706-865-1324.

PROPOSALS MAY NOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE TIME AND DATE SET FOR CLOSING, EXCEPT AS ALLOWED BY O.C.G.A. WHITE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY TECHNICALITIES.

**RFP DOCUMENTS ARE AVAILABLE AT THE WHITE COUNTY, GEORGIA WEBSITE: [WWW.WHITECOUNTY.NET](http://WWW.WHITECOUNTY.NET) .**

WHITE COUNTY NEWS (LEGAL AD)

ALSO TO BE ADVERTISED ON THE COUNTY WEBSITE

## 1.0 **INTRODUCTION**

### 1.1 **Purpose of Procurement**

The White County Board of Commissioners is requesting proposals from qualified Construction Management at Risk Firms (CMAR) to construct park improvements at Yonah Preserve. These improvements may include park infrastructure, baseball/softball fields, multipurpose fields, concessions and restroom facilities, picnic shelters, and other amenities as the budget will allow. The construction budget for the above-mentioned improvements is **\$3,250,000**. The CMAR must have a current business license.

### 1.2 **Proposal Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), White County certifies that the use of competitive sealed bidding will not be practical or advantageous to the County in completing the acquisition described in this document.

The Owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interests. The Owner shall have the right to accept any proposal.

### 1.3 **Schedule of Events**

This Request for Proposals shall be governed by the following schedule:

<b>DATE / TIME</b>	<b>ACTIVITY</b>
Thursday, March 30, 2017	Release of RFP
Monday, April 17, 2017 @ 12:00 P.M.	Deadline for written questions to be submitted to Shanda Murphy, County Clerk (smurphy@whitecounty.net)
Friday, April 21 2017 @ 5:00 P.M.	Answers to written questions posted to website: www.whitecounty.net
Thursday, April 27, 2017 @ 4:00 P.M.	Proposals Due

### 1.4 **Restrictions on Communications**

From the issue date of this RFP until a CMAR is selected and the award is announced, CMARs are not allowed to communicate **for any reason** with any County staff or elected officials except: 1) through the Project Manager or County Clerk named herein, 2) at the Pre-Proposal Meeting or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

## 1.5 Pre-Proposal Meeting

OMIT

## 1.6 Questions & Addenda

All questions concerning this RFP **must be submitted in writing** (email is preferred but fax and mail may be used) to the Project Manager no later than 12:00 P.M. local time on Tuesday, August 7, 2012. The inquiries must be directed to:

**Kevin Hamby, Program Manager**  
C/O County Clerk – Shanda Murphy  
White County Board of Commissioners  
1235 Helen Highway  
Cleveland, GA 30528  
**smurphy@whitecounty.net**  
**Fax (706) 865-1324**

No response to inquiries other than written will be binding upon the County. White County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposals. Addenda shall be posted to the county website, [www.whitecounty.net](http://www.whitecounty.net), no later than Friday, April 21, 2017 at 5:00 P.M. A signed copy of any addenda shall accompany submitted qualifications proposals. Proposers are advised to check the website for addenda before submitting their Proposals.

## 1.7 Definition of Terms

**BOC** - White County Board of Commissioners

**OCGA** - Official Code of Georgia Annotated (State Statute)

**Proposer** - Respondent to this Request for Proposals

**CMAR** – Construction Manager at Risk and the successful respondent to this Request for Proposals, after being placed under contract with the County.

**RFP** - Request for Proposals

**Contract Documents** – The Contract Documents are defined as all Drawings, Specifications, Bulletins, Agreement Forms and Addenda issued through the completion of the project including, but not limited to:

1. Appendix A Proposal Certification
2. Appendix B.1 & B.2 Pricing Forms
3. Appendix C E-Verify / Save Affidavit
4. Appendix D - Omit
5. Appendix E Conceptual Plan

## 1.8 Contract Term

The contract between the County and the CMAR shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein. White County reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this proposal.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are not longer available to satisfy the obligations of the County under this contract.

## 1.9 Bonds

Bid Bonds	5% of total bid amount
Performance Bonds	100% of total contract price (required of awarded vendor only)
Payment Bonds	100% of total contract price (required of awarded vendor only)

Information regarding bonds to be furnished (if required) is stated in the 6.0 Terms and Conditions section of this bid document, 6.26 "Bid Bonds, Performance Bonds & Payment Bonds".

## 1.10 Exception to RFP

Each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken **must** be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the proposer's solution, must be explained in detail.

The County welcomes innovative suggestions and recommendations from CMARs that will ensure a 100% successful service approach.

## 2.0 SCOPE OF WORK

The term "Work" means the construction and services required by the contract documents, and includes all other labor, materials, equipment and services provided by the CMAR to fulfill the obligations to construct various improvements at Yonah Preserve within the prescribed construction budget of \$3,250,000.

### **3.0 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

#### **3.1 Proposal Requirements**

- a. A transmittal letter that states the Proposal is submitted in response to **RFP “Yonah Preserve Park Improvements”**. Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.
- b. Completed Pricing Proposal that addresses all elements of the Scope of Work referenced in attachments B.1 & B.2 of this RFP.
- c. Qualifications Information requested in Section 4 of this RFP.
- d. Evidence of Insurance.
- e. Proposal Certification (Appendix A)
- f. E-Verify / SAVE Affidavit (Appendix C)
- g. Signed Addendum (if any)
- h. Current business license

#### **3.2 Pricing Proposal**

The pricing proposal (attachments B.1 & B.2) is to provide White County on how your company charges for the materials and services needed. Pricing should include normal fees associated with the performance of the service specified, including materials, supervision, labor, transportation, delivery, and related costs.

The Pricing Proposal must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer.

**The Pricing Proposal must be submitted as a separate, sealed package.**

### **4.0 QUALIFICATIONS INFORMATION**

Qualifications information together shall not exceed 20 pages. Provide the following qualifications information:

- a. Business location and officers of the firm (company background)
- b. Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.
  - i. If a public company, include a recap of the most recent audited financial report.

- ii. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution’s letterhead, stating financial stability.
- c. Business Litigation
  - i. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.
- d. Resumes of key personnel proposed to participate in the project including education background and employment history.
- e. A complete list of all relevant work performed for public entities within the last five (5) years, including owner reference contact names and telephone numbers.
- f. As the above items are to be considered in selection of the CMAR, submission of this information shall be binding on the CMAR and shall not be changed without agreement in writing from the Owner.

## **5.0 PROPOSAL SUBMISSION AND EVALUATION**

### **5.1 Process for Submitting Proposals**

#### **5.1.1 Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the CMAR should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

#### **5.1.2 Packaging of Proposal**

Mark the outside of the shipping package as follows:

### **RFP – Yonah Preserve Park Improvements**

*Failure to properly label the OUTSIDE of the shipping container may result in disqualification.*

Inside the shipping container, the proposal in response to this RFP must be divided into **two separate** and appropriately **labeled** and sealed packages - **a Qualifications Proposal and a Pricing Proposal**. The inner packages shall be labeled with the submitting firm’s name.

1. The contents of the sealed, inner package labeled **“Qualifications Proposal”** will include an original and five (5) copies of each of the following:
  - Transmittal letter referenced under Section 3.1 of this RFP
  - Proposal Certification (Appendix A)
  - E-Verify / SAVE Affidavit (Appendix C)
  - All qualifications information referenced under Section 4 of this RFP
  - Proof of Insurance
  - Signed Addendum (if any)
  - Copy of current business license

2. The contents of the sealed, inner package labeled “**Pricing Proposal**” will include an original and five (5) copies of each of the following:
  - Completed Pricing Proposal (Attachments B.1 & B.2)

**Do not include price information of any kind in the Qualifications Proposal**

### **5.1.3 Submission of Proposals**

Proposals will be received by White County until 4:00 P.M. on Thursday, April 27, 2017. The original and five (5) copies must be mailed, hand-delivered, or express mailed to:

**Shanda Murphy, County Clerk  
White County Board of Commissioners  
1235 Helen Highway  
Cleveland, GA 30528**

**Any submission received after the due date and time will not be evaluated.**

NOTE: Many express mail services do not guarantee overnight delivery times to White County. Any proposal received after 4:00 P.M. on Thursday, April 27, 2017 will not be opened.

## **5.2 Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted as follows:

### **5.2.1 Administrative Review**

The proposals will be reviewed by the County Clerk for the following administrative requirements:

1. Submitted by deadline
2. Separately sealed Qualifications Proposal and Financial Proposal
3. All required documents have been submitted
4. Qualifications Proposal does not include any financial information
5. All documents requiring an original signature have been signed and are included



**5.2.2 Mandatory Requirements Review**

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.

**5.2.3 Qualifications Proposal Evaluation**

Proposals which pass the Mandatory Requirements Review will then be evaluated based on the qualification factors. Qualifications information will be scored as follows and may receive a maximum of one hundred (100) points.

Company Background /	
Local Participation	10
Financials	10
Personnel Qualifications	20
Relevant Work	20
Owner References	20
Pricing Proposal	<u>20</u>
Total Points	100

**5.2.4 Financial Proposal Evaluation**

The pricing proposal from bidders not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the County.

**5.2.5 Oral Presentations**

The County reserves the right to invite Proposers to present their qualifications.

**5.2.6 Selection of Proposal**

Upon completion of the evaluation process, the Board of Commissioners will select the proposal that is in the best interest of White County.

**5.3 Rejection of Proposals/Cancellation of RFP**

White County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFP at any time. The County will not be liable for any cost/losses incurred by the CMARs throughout this process.

## **6.0 TERMS AND CONDITIONS**

### **6.1 RFP Amendments**

The County reserves the right to amend this RFP prior to the proposal due date. All addenda and additional information will be posted to the County website at [www.whitecounty.net](http://www.whitecounty.net) prior to 5:00 P.M. on Friday, April 27, 2017. It is the Proposer's responsibility to check the website for addenda before submitting a Proposal. All signed addenda shall be included in the Qualifications Proposal.

### **6.2 Agreement and Project Forms**

The Agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

### **6.3 Proposal Withdrawal**

A submitted proposal may be withdrawn prior to the due date by a signed written request to the County Clerk.

### **6.4 Cost for Preparing Proposals**

The cost for developing the proposal is the sole responsibility of the Proposer. The County will not provide reimbursement for such costs.

### **6.5 Conflict of Interest**

If a Proposer has any existing client relationship that involves White County, the Proposer must disclose each relationship.

### **6.6 CMAR Selection**

White County reserves the exclusive right to determine which Proposer should be awarded the Contract. The County also reserves the right to reject any or all bids at its discretion with or without cause.

### **6.7 Negotiations with Apparent Winner**

Prior to award, the apparent winning Proposer will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the CMAR's proposal.

The County reserves the right to negotiate modifications and costs with the successful Proposer provided that no such modifications affect the evaluation criteria set forth herein.

The CMAR shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the County.

## **6.8 Taxes**

White County is exempt from taxes; however the CMAR shall pay all taxes required by law. White County cannot exempt others from tax.

## **6.9 Compliance with Laws**

The CMAR will comply with all State and Federal laws, rules, and regulations.

## **6.10 Cancellation for Cause**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

White County reserves the right to terminate the contract immediately in the event that the CMAR discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful CMAR to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to White County. White County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful CMAR, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful CMAR.

If the termination clause is used by the County, the successful CMAR will be paid by the County for all scheduled work completed satisfactorily by the successful CMAR up to the termination date set forth in the written termination notice.

## **6.11 Condition of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

## **6.12 Rejection of Submissions/Cancellation of Request for Proposals**

White County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of White County. It is also within the rights of White County to reject proposals that do not contain all elements and information requested in this document. White County reserves the right to cancel this Request for Proposals at any time. White County will not be liable for any cost/losses incurred by the CMARs throughout this process.

### **6.13 Non-discrimination**

White County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

### **6.14 Payment**

Payment terms and invoicing requirements shall be as defined by the Agreement form. See Section 6.2 of this RFP for more information on the Agreement form.

### **6.15 Insurance**

The CMAR shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The CMAR assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The CMAR shall, during the continuance of all work under the Contract, provide the coverage as listed in Appendix D – CMAR Contract

### **6.16 Project Coordination**

The CMAR shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The CMAR shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the CMAR's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The CMAR hereby agrees to replace any personnel, at no cost or penalty to the County, if the County reasonably determines that the performance of any personnel is unsatisfactory.

### **6.17 Accuracy of Work**

The CMAR shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the CMAR of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the CMAR or latent defects in the products sold by the CMAR.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the CMAR under this Agreement, the CMAR shall confer with the County for the purpose of interpreting the information supplied by the CMAR and to correct any

errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the CMAR. The CMAR shall give immediate attention to these changes so there will be minimum delay to others. The CMAR shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

### **6.18 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the CMAR for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that CMAR shall have the right to retain copies of the same.

### **6.19 News Releases by CMAR**

As a matter of policy, the County does not endorse the products or services of a CMAR. News releases concerning any resultant contract from this solicitation shall not be made by a CMAR without the prior written approval of the County. All proposed news releases shall be routed to the White County Clerk for review and approval.

### **6.20 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The County and the CMAR agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be White County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the CMAR to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

### **6.21 Drug Free Workplace**

By submission of a Proposal, the CMAR certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The CMAR further certifies that:

1. A drug-free workplace will be provided for the CMAR's employees during performance of the contract; and

2. Each CMAR who hires sub contractors to work in a drug-free work place shall secure from that sub contractor the following written certification:
3. As part of the subcontracting agreement with (CMAR's name), (Sub contractor's name) certifies to the CMAR that a drug-free workplace will be provided for the sub contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
4. The CMAR further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

#### **6.22 Assignment of Contractual Rights**

It is agreed that the CMAR will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

#### **6.23 Indemnity**

To the fullest extent permitted by law, the CMAR will indemnify, defend, and hold White County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the CMAR or anyone for whom the CMAR is responsible.

#### **6.24 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

#### **6.25 Documents Deemed Part of Contract**

All Contract Documents issued by the Owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the proposer or CMAR, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the Owner.

#### **6.26 Bid Bonds, Performance Bonds & Payment Bonds (if required)**

A five percent (5%) Bid Bond, a one hundred percent (100%) Performance Bond, and a one hundred percent (100%) Payment Bond shall be furnished to White County if stated as required in Paragraph 1.9 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.