

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-653-4105, Fax 706-653-4109
BidLine 706-225-4536
www.columbusga.org

Date: November 3, 2009

REQUEST FOR PROPOSALS: RFP NO. 10-0007	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: CONSTRUCTION MANAGEMENT SERVICES FOR SWIMMING POOL AND BATH HOUSE
GENERAL SCOPE	Columbus Consolidated Government (the City) wishes to obtain general construction services for constructing a new Swimming Facility at the Double Churches City Park. A qualified general contractor, hereafter, called the Construction Manager (C/M) will perform the services. The services will consist of pre-construction services and construction services.
DUE DATE	DECEMBER 1, 2009 - 5:00 PM (EASTERN) Sealed proposals must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division of Columbus Consolidated Government, located on the 5 th Floor, Government Center Tower, 100 Tenth Street, Columbus, GA.
ADDENDA	<u>IMPORTANT INFORMATION</u> The Purchasing Division will post all addenda (if any) for this project at http://www.columbusga.org/finance/proposals.htm . It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.
NO PROPOSAL SUBMISSION	If you are not interested in this solicitation, please complete and return page 2.

Andrea J. McCorvey
Andrea J. McCorvey, CPPB
Purchasing Division Manager

STATEMENT OF "NO PROPOSAL SUBMISSION"

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email dlewis@columbusga.org or return this form, via fax or mail, to:

Fax number (706) 653-4109

Attn: Della Lewis, CPPB, Buyer Specialist

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 10-0007** for **Construction Management Services for Swimming Pool and Bath House** for the following reason(s):

- ☐ Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Remove us from your vendor list for this commodity or service.
- ☐ Other (specify below)

Comments _____

We understand that if this statement is not completed and returned, Columbus Consolidated Government may delete our company from its bidder list for this commodity or service.

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above

(1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received,

determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offeror. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND MUST BE ADDRESSED TO THE PURCHASING DIVISION.

All questions or clarifications concerning this solicitation shall be submitted in writing. The City will not orally or telephonically address any question or clarification regarding specifications or procedures. If a vendor visits or calls the Purchasing Division with such questions, he or she will be instructed to submit the questions in writing.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. Vendors shall not contact department heads or using agencies with questions about solicitations. You must submit the written question to the Purchasing Division. If it is necessary that a technical question needs addressing, the Purchasing Division will forward such to the using agency, which will submit a written response.

The Purchasing Division will forward written responses to the respective vendor or if it becomes necessary to revise any part of this solicitation, a written addendum will be issued to all vendors.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY'S EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE VENDORS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIRECTOR.

Any request by vendors after a solicitation has been opened and pending award must also be submitted in writing to the Purchasing Division.

Email Dlewis@columbusga.org or use the attached “Question/Clarification” Fax Form (On the reverse of this sheet) to submit questions. QUESTIONS AND REQUESTS FOR CLARIFICATION WILL BE RECEIVED UNTIL FIVE BUSINESS DAYS PRIOR TO THE PROPOSAL DUE DATE.

QUESTION/CLARIFICATION

FAX FORM

DATE: _____

TO: Della Lewis, CPPB, Buyer Specialist
Email dlewis@columbusga.org or
Fax (706) 653-4109

RE: Construction Management Services for Swimming Pool and Bath House – RFP No. 10-0007

(Questions and Requests for Clarification will be received until five business days prior to the due date.)

I have the following concerns/questions about the proposal specifications:

From:

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

Construction Management Services for Swimming Pool and Bath House RFP No. 10-0007

Columbus Consolidated Government (the City) wishes to obtain general construction services for constructing a new Swimming Facility at the Double Churches City Park. A qualified general contractor, hereafter, called the Construction Manager (C/M) will perform the services. The services will consist of pre-construction services and construction services.

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: DECEMBER 1, 2009 NO LATER THAN 5:00 PM (Eastern). *Submit one original and seven (7) identical copies of the proposal.* For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.

The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government - Purchasing Division

RE: RFP No. 10-0007 – CM Services for Swimming Pool and Bath House

Mail: P.O. Box 1340
Columbus, Georgia 31902-1340

Deliver: 100 10th Street
Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be

submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. Questions and Requests for Clarification will be received until five business days prior to the proposal due date.

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Purchasing Division will post all addenda (if any) for this project at <http://www.columbusga.org/finance/proposals.htm>. **It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.**

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out of or under this contract.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or woman owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

L. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

M. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

N. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

O. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

P. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

Q. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

R. TERMINATION OF CONTRACT:

- 1. Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- 2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a

subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

S. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **90 days** after date of receipt.

T. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

U. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

V. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business, which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

CONSTRUCTION MANAGEMENT SERVICES FOR A SWIMMING POOL AND BATH HOUSE RFP NO. 10-0007

I. INTRODUCTION

Columbus Consolidated Government (the City) wishes to obtain general construction services for constructing a new Swimming Facility at the Double Churches City Park. A qualified general contractor, hereafter, called the Construction Manager (C/M) will perform the services. The services will consist of pre-construction services and construction services.

The pre-construction services will include, but not be limited to such items as cost estimating and analysis, constructability analysis, scheduling and phasing, methods and materials input, value engineering input and costing, etc. All information gathered by the construction manager during this phase shall be reviewed and discussed with the Owner's architect and the Owner's project manager in a 'Team Approach' manner.

The construction service shall include, but not be limited to such items as demolition work, excavation, swimming pool installation, bathhouse construction, pump house construction, and landscaping work.

II. PROJECT DESCRIPTION

The project site is Double Churches City Park, which is located at 2300 Double Churches Road, and will be a replacement facility for the existing swimming pool. The Owner, prior to construction, may or may not demolish the existing bathhouse. In any case, the new bathhouse will be relocated at the south end of the new pool facility. The existing concrete fifty-meter pool shell will remain for modification by the contractor in accordance with the construction drawings.

The drawings specify the existing pool shell will be modified to accommodate two new swimming elements. One element will consist of a twenty-five yard swimming pool with a deep well for diving and the other element will consist of a leisure type pool with one end maintaining a zero water depth. The leisure pool will contain various water features such as a water slide, mushroom sprays, overhead water releasing buckets, etc. The two new elements will be built within the wall limits of the existing pool. The purpose of this approach is to eliminate the need for total demolition of the existing pool. There are no further components of the existing pool to be salvaged except possibly the pool deck, filters and pumps from the existing pump room.

The project also requires the construction of a new bathhouse and pump house to be constructed in accordance with the plans and specifications. Other construction components will consist of

the installation of a perimeter fence, new concrete sidewalks, security and overhead outdoor lighting, and landscaping work.

The architectural firm for this project is Andras-Allen-Starr, Architecture of Columbus, Georgia. The Owner is represented by their Engineering Department.

The construction budget is approximately \$2,000,000.00

III. PROPOSED PROJECT SCHEDULE

11/23/09	Last Date to Submit Questions
12/01/09	Receive Contractor RFP responses
12/15/09	Award CM Contract
01/18/10	Begin Construction
06/30/10	Pool Opens for use

Time is of the essence for the Owner as indicated by the above noted schedule. The swimming season for the Owner begins in June and ends in August and the Owner requires a swimming period for the public during the summer of 2010.

A proven track record and expertise in expediting construction schedules of similar projects is a major factor in selecting the Construction Manager for this project. Proposers should elaborate in detail on their unique capabilities and experience as schedulers that bring value to the process.

IV. PROJECT APPROACH

The project will be developed using a ‘negotiated team approach’ between the Owner and the General Contractor who will perform his duties within the guidelines and terms of a ‘Construction Management at Risk’ contract. The entire team will consist of Owner representatives and Project Manager, Owner’s Architect, Architect’s consultants, Construction Manager, and Sub-contractors all working together in a cooperative ‘partnering’ manner.

The Owner has initiated an architectural service contract with Andras, Allen, Starr Architecture to develop the construction drawings and specifications. This work is progressing in an expeditious manner so that substantial work will have been completed by the C/M award date.

Upon award, the Construction Manager will begin work immediately by first undertaking a complete review of the available plans and specifications. The Owner anticipates that there is a possibility that plans and specifications may not be complete at this time. The Construction Manager will be instructed, however, to initiate any and all sub-contractor agreements as soon as adequate information is available for each trade.

The Construction Manager will provide cost estimates and models to the Owner for review in a timely manner. At the appropriate time, the Construction Manager will receive at least three

price proposals for each trade. Upon the Owner's review, the Construction Manager will execute sub-contractor agreements expeditiously. All work to be performed by the sub-contractors shall be protected by the Construction Manager's performance and payment bond. Payment for these bonds will be included in the Contractor's 'General Requirements Costs' since he is the C/M at 'risk'. The Owner will not make payment for sub-contractor bonds.

A proven track record and expertise in similar projects involving the 'negotiated team approach' will be a major factor in the selection of the Construction Manager. Proposers should elaborate in detail on their unique capabilities and experience in this area that brings value to the process.

V. INDEMNIFICATION

The Construction Manager shall indemnify and save harmless Columbus Consolidated Government against and from any and all claims, demands, actions, causes of actions, suits and all other liabilities whatsoever, including court costs and attorney's fees on account of, or by reason of, or growing out of personal injuries or death to any person, including Construction Manager or its employees, or property damage suffered by any person, including Construction Manager and its employees, whether the same results from the actual or alleged negligence of the City's agents and/or employees or otherwise, it being the intent of this provision to absolve and protect the City from any and all loss by reason or the premises or anything related in any way whatsoever to the Agreement. The Construction Manager shall supply evidence of insurance satisfactory to the City covering the liabilities and indemnification required by this Agreement.

VI. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist (Appendix A)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

VII. DBE PARTICIPATION

The City is committed to using Disadvantaged Business Enterprises (DBEs) to the fullest extent possible in all FTA-assisted procurement contracts, construction projects, as well as, the day-to-day procurement needs of the City. Each proposer is responsible for making a good faith effort to obtain DBE participation for this project.

VIII. PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the following two-part order. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.

A contractor who submits a proposal that does not address each of the sections specified below will be deemed non-responsive, and the proposal submission deemed incomplete.

Submit one original and seven (7) identical copies of the proposal. For proper identification, the contractor's complete name and address should appear on the exterior of the proposal package. The proposal shall consist of two parts, Part One 'Technical Proposal' and Part Two 'Fee and General Requirement Proposal', submitted in the same package, clearly labeled respectively.

PART ONE – TECHNICAL PROPOSAL

Section 1: Transmittal Letter

Transmittal letter shall introduce the firm, provide a brief history, describe the ownership, include complete address, phone and fax numbers, and include the name and email address of contact person (s) during this RFP process. An authorized agent must sign the transmittal letter.

Section 2: Company History and Qualifications

Provide Company's history and make up of its organization, including size and financial strength, noting bonding capacity and workload. Include Contractor's Qualification Statement-AIA A305.

Section 3: Background and Experience

Proposal should outline company's background and experience showing successful results in this type project and approach, including 'negotiated team approach' projects, with information showing cost competitiveness by the Construction Manager. Include a list of similar projects with cost, size, description and references, with names and current phone numbers. The proposer is reminded that 'time is of the essence' in regards to this project. The contractors may be required to work during the daytime and nighttime hours.

A proven track record and expertise in expediting construction schedules of similar projects is a major factor in selecting the Construction Manager for this project. Proposers should elaborate in detail on their unique capabilities and experience as schedulers that bring value to the process.

Section 4: Proposed Project Organization Chart

Outline an organizational chart for this project to include names and resumes of key personnel to be assigned to this project, including those to be stationed at the jobsite.

Section 5: Description of Procedures and Systems

Provide a description of the procedures and systems for providing any pre-construction services, including cost estimating and analyses, value engineering suggestions, scheduling and phasing,

etc. Address the usage of Disadvantaged Business Enterprises subcontractors on the project. The contractor is reminded that ‘time is of the essence’ in regards to this project. The contractors may be required to work during the daytime and nighttime hours.

Section 6: Performance Bond Capabilities

Provide satisfactory proof that the Construction Manager will be able to furnish a 100% performance and payment bond at the execution of the contract (i.e. letter from surety company)

Section 7: Business Requirements

- A. Provide a current copy of Business License
- B. Complete and return the appropriate pages of the attached GSICA Forms
- C. Provide proof of insurance (see page 16, Section VI).

Section 8: Addenda Acknowledgement:

Provide acknowledgment of receipt for all addenda (if any). The Purchasing Division will post addenda on its webpage at <http://www.columbusga.org/finance/proposals.htm>. It is the vendors’ responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

PART TWO – C/M FEE AND GENERAL REQUIREMENT EXPENSES

Section 1: C/M’s Fee

The C/M’s Fee for this project shall consist only of the contractor’s expected home office overhead and the C/M’s profit for work performed and shall be presented in his proposal as a percentage of the final construction cost of the project. The construction cost shall be identified as the sum of all costs for the subcontractor’s various trade work, trade work, if any, performed by the C/M, plus C/M’s general requirement expenses. Total project cost shall consist of the Construction cost plus the C/M’s fee. The fee shall be presented in the proposal as a not to exceed percentage. Please note that trade work performed by C/M forces, if approved by Owner, will be performed at ‘cost’ and be considered as part of Construction Cost. Proposals shall include a labor schedule of hourly rates anticipated for those performing such work

Home office overhead shall be described as the C/M’s fixed business costs that cannot be charged directly to any particular contract and is therefore prorated to the total number of the contractor’s annual contracts. These costs may include but are not limited to such items as rent, utilities, furnishings, staff salaries, estimators, office equipment, mortgages, accounting service, office supplies, etc.

Section 2: General Condition/Requirement Expenses

The C/M’s General Condition Expenses shall consist of all costs incurred by the C/M that are directly related to providing the proper supervision and coordination of all work activity taking place at the jobsite. The contractor shall present this cost in his proposal as a daily cost and shall provide a list of anticipated items the Owner may expect to see on the contractor’s pay request. For help in determining the daily cost, the contractor may note that the construction completion time is expected to be between 150 and 180 calendar days. Also, the contractor should

understand that the Owner will not continue to pay the C/M General Condition Expenses if the construction work exceeds the contract completion time unless ‘time’ is extended by a change order for additional work or above normal weather delays are incurred.

IX. PROPOSAL EVALUATION CRITERIA

Each proposal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals.

Criteria	Weight
A. Apparent financial strength, qualification and experience for ‘Construction Manager at Risk’ projects of similar size and complexity.	25%
B. Apparent understanding of the Owner’s needs for a short construction schedule and offer best practices for reaching this goal.	25%
C. Apparent understanding of the Owner’s description of ‘General Requirement Costs’ and their price given.	25%
D. Apparent understanding of the Owner’s description of Construction Manager’s ‘Fee’ and their price given.	25%

The selection process for C/M services will consist of two parts. The first part will include the rating of all proposals received by the evaluation committee. Each of the above criteria (A-D) will be given a rating of 10 through 100 points by each member of the evaluation committee. The ratings are as follows:

RATING	
10	Very Poor
20	Poor
30	Fair
40	Below Average
50	Average
60	Above Average
70	Good
80	Very Good
90	Excellent
100	Superior

ATTACHMENT A
Construction Management Services for
Swimming Pool and Bath House
RFB No. 10-0007

INSURANCE CHECKLIST
CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"
CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	16. Dishonesty Bond		
X	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number and Bid Title		
	26. Pollution:	\$2 Million per occurrence/claim	

*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages provided or not provided through this agency. The bidder can comply with the insurance requirements stated above.

AGENCY NAME: _____

AGENTS NAME: _____ SIGNATURE of AGENT: _____

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: _____ AUTHORIZED. SIGNATURE: _____

**VENDOR INFORMATION REGARDING
"GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT"
OF 2006**

In accordance with the Georgia Security and Immigration Compliance Act of 2006, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. Accordingly, the following attachments relate to documentation you must provide the City regarding the number of employees you have.

The requirements of the new law shall apply to public employers, their contractors and subcontractors, as follows:

- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of **500 or more employees;**
- (b) On or after July 1, 2008, to public employers, contractors, or subcontractors of **100 or more employees; and**
- (c) On or after July 1, 2009, to **all other** public employers, their contractors, or subcontractors.

On the next page, you will be required to verify the number of employees in your company. **If, as of July 1, 2008, your company employed 100 or more employees, you must also complete the attached "CONTRACTOR AFFIDAVIT AND AGREEMENT".** Additionally, if you utilize subcontractors, they must complete the SUBCONTRACTOR AFFIDAVIT.

Vendors may view complete verbiage for the new law on the Purchasing Web Page: www.columbusga.org/Finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act_of_2006.pdf

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

Effective for contracts commencing after July 1, 2007 REQUIRED CONTRACT CLAUSES

Compliance with the requirements of O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02 are conditions of this Contract.

Contractor affirms by checking the box below, the employee-number category applicable to the Contractor as required by O.C.G.A. §13-10-91:

☐ "500 or more employees"

☐ "100 or more employees"

☐ "fewer than 100 employees,"

In the event the Contractor employs or contracts with any Subcontracted(s) in connection with the covered contract, the Contractor will secure from the Subcontractor(s) such Subcontractor(s)' indication of the employee-number category applicable to the Subcontractor.

The term "Subcontractor" includes a subcontractor, contract employee, staffing agency, or any contractor regardless of its tier.

In accordance with the provisions of O.C.G.A. §13-10-91, the Contractor agrees that, in the event the Contractor employs or contracts with any Subcontractor(s) in connection with the covered contract, the Contractor shall secure from such subcontractor(s) attestation of the Subcontractor's compliance with O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the Subcontractor's execution of the Subcontractor Affidavit in the form provided by Columbus, Georgia. The Contractor shall maintain records of such attestation for inspection by Columbus, Georgia at any time. Such Subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

The Contractor's compliance with the requirements of §O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by the execution of the Contractor Affidavit as provided by Columbus, Georgia and such affidavit must be attached to, and become a part of, the covered Contract.

The Contractor agrees that all portions of contracts pertaining to compliance with O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

Business Name: _____

Signature of Authorized Agent:_____

Print Name of Authorized Agent and Title:_____

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program* [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.

The undersigned 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 **Columbus Consolidated Government, Columbus, Georgia**, 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 **Columbus Consolidated Government, Columbus, Georgia**, at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 200__

Notary Public

My Commission Expires:_____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91.

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

SUBCONTRACTOR AFFIDAVIT

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 that is engaged in the physical performance of services under a contract with:

(Name of Contractor)

on behalf of **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program* [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.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 200__

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91.