

# Request for Proposal (RFP)

Request for Proposal

to provide

Construction Professional Services (CP)

For

Atlanta Unbound Academy

## **New K-8 School**

Copies of the RFP are available by e-mailing a request for the RFP to:

CM RFP

**Attention:**

Ashley Cary: [ashley@charterfacilityteam.com](mailto:ashley@charterfacilityteam.com)

Tom Jones: [tom@charterfacilityteam.com](mailto:tom@charterfacilityteam.com)

**OWNER:**

**Atlanta Unbound Academy**

**The Atlanta Unbound Academy reserves the right to reject any and all proposals and to waive technicalities**

**Solicitation Issue Date:**

**October 21, 2021**

**Proposal Packages Due:**

**November 18, 2021 10:00 AM EST**

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**REQUEST FOR PROPOSAL  
Construction Professional (CP) Services for**

**Atlanta Unbound Academy, construction of new K-8 School**

The Atlanta Unbound Academy (Owner), is soliciting proposals from Construction Professionals/firms interested in providing Construction Professional (CP) services for the construction of a new K-8 School. This Request for Proposals (RFP) seeks to identify potential providers of the above-mentioned services. All respondents to this RFP are subject to instructions communicated in this document, and are cautioned to completely review the entire RFP and follow instructions carefully. The Owner reserves the right to reject any proposals, and to waive technicalities and informalities at their discretion.

**1. GENERAL PROJECT INFORMATION**

Project Description: Refer to Exhibit A for the "Project Description/Scope of Work".

**Project Delivery Method**

The Delivery Method for the Project will be Construction Manager at Risk (CM at Risk).

During pre-construction, the CP will be responsible for pricing, value engineering, as well as maintainability and construct ability issues. For this project the CP will be expected to work closely with the Architect, Neil Dawson, LS3P ASSOCIATES LTD., 321 West Congress Street, Suite 301, Savannah, Georgia 31401; Email: [neildawson@ls3p.com](mailto:neildawson@ls3p.com); Phone: 912-695-2111.

**Project Budget**

The preliminary Stated Cost of Limitation (SCL) shall be determined. As part of the CP services, evaluate the Scope of Work and determine a developmental budget for the project, and prioritize the needs. The final budget/SCL will be determined by the prioritization of the Work, and the available funding. The Scope of Work may be revised by the Owner due to programmatic requirements, funding availability, or other circumstances.

**Project Schedule**

The selection of the CP is anticipated to be finalized at the Board meeting on December 12th, 2021. Preconstruction services are expected to begin immediately upon execution of the contract with the CP. Construction services are expected to begin upon contract execution. (All of the dates herein are estimates which are subject to change.)

**2. CONSTRUCTION PROFESSIONAL SERVICES REQUIREMENTS**

The CP will be expected to work collaboratively with the Design Professional to provide preconstruction services which may include, without limitation, technical review, cost verification, cost evaluation, value engineering, schedule development, and schedule evaluation, in addition to management of the construction. In addition, the CP will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule. The successful CP will be required to work collaboratively with the Owner's consultants.

**3. CONTRACT INFORMATION**

The contract format will be an Actual Cost plus a Fixed or percentage Fee not to exceed the Guaranteed Maximum Price (GMP) Agreement. During Pre-Construction, the CP will be responsible for pricing, value engineering, and maintainability and constructability issues. Construction will commence with the release of distinct work packages based on the design documents. The CP shall select all construction subcontracts by competitive selection using cost and other factors, with Owner approval of each subcontractor. The contract may have liquidated damages.

**Form of Agreement**

The agreement between the Owner and the CP shall be the "AIA Document A133-current edition - Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus A Fee with a Guaranteed Maximum Price", along with the Owner's modifications. The General Conditions for the project shall be as described in "AIA Document A201-2007 - General Conditions of the Contract for Construction", along with the Owner's modifications and Supplementary Conditions. The General Requirements of the CP contract and general conditions are not open for negotiation. The construction services will be on an actual cost basis with all

savings under the GMP, including unused contingency, returned to the Owner.

It is further the intent of the Owner that the successful CP will include a Guaranteed Delivery Date (GDD) and General Conditions costs and the percentage fee for Profit and Overhead with the GMP.

The Atlanta Unbound Academy also intends that the successful CP accept the following stipulations:

- a) Provide Performance and Material and Labor Payment Bonds in the amount of 100% of the GMP.
- b) Individual Trade Contracts will be between the CP and the Trade Contractors, subject to the Owner's approval.
- c) The CP will not perform any portion of the projects with its own forces or a contracting company owned by the CP except as may be mutually agreed to by the Owner and the CP. Where the CP intends to submit bids for portions of the work, the CP shall submit the sealed bids to the Owner and Architect no less than 48 hours prior to the time and date established for the receipt of trade contractor bids.
- d) The CP shall not charge fees for profit and overhead on any portion of a project that is self-performed by the CP.
- e) The CP will construct all GMP with a "reimbursables" section, and any item or service charged to the Owner in this category will be itemized for the owner in writing and payable by the owner at no more than the actual cost of the reimbursable item or service.
- f) General Conditions will be explicitly itemized and estimated for the Owner in advance of the Owner signing a contract to agreeing to the GMP. If vehicles such as golf carts or other utility vehicles or other capital equipment are approved and purchased under General Conditions that could be used after the project is completed, they will remain the property of the Owner unless agreed otherwise.
- g) The CP will be "at risk" in the proposed undertaking and will be responsible for completing the project within the GMP.
- h) Should the final cost of the projects be less than the GMP, all savings shall revert to the Atlanta Unbound Academy.
- i) An agreed percentage of pay applications will be held in retention.
- j) The Owner shall have the authority to suspend or terminate performance of any of the projects.
- k) Any contract awarded will include the require provision of O.C.G.A 20-2-506 and will include a termination for convenience provision.
- l) The CP will share with the Owner the bids, calculations, and assumptions on which the CP's proposed GMP is based.
- m) The CP will conduct bidding processes with sealed bids and public opening on the projects.

#### **Payment**

The CP shall submit monthly payment applications using AIA G702, AIA G703 and DOE 0263 (current editions) continuation sheets. The CP agrees to not submit any monthly payment applications to the Owner prior to the execution of AIA Document A133.

#### **4. SELECTION PROCESS**

Selection of the CP will be a qualification/fee proposal evaluation process. Selection of the CP will be a two-step process. The first step will be a qualification-based process, which will result in two (2) to five (5) firms being selected for the second step. The second step will be an interview and negotiation-based process beginning with the top ranked firm.

#### **5. SCHEDULE OF EVENTS**

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

## RFP Estimated Timeline:

- |   |                   |
|---|-------------------|
| a. Owner issues public/website advertisement of RFP:                          | October 21, 2021  |
| b. Deadline for written questions/requests for clarification (see Section 7): | November 1, 2021  |
| c. Deadline for submission of Proposal:                                       | November 18, 2021 |
| d. Owner completes evaluation, and issues notification to finalist firms:     | November 23, 2021 |
| e. Committee interviews finalist firms:                                       | Dec.6-10, 2021    |
| f. Board approval of CP selected:   | December 12, 2021 |

## 6. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION

It is the responsibility of each respondent to examine the entire RFP, seek clarification in writing, and review its submittal for accuracy before submitting the document. Questions about any aspect of the RFP, or the project, shall be submitted in writing (**e-mail only**) to:

**Ashley Cary:** [ashley@charterfacilityteam.com](mailto:ashley@charterfacilityteam.com)

**Tom Jones:** [tom@charterfacilityteam.com](mailto:tom@charterfacilityteam.com)

The deadlines for submission of questions relating to the RFP are the times and dates shown in the (Schedule of Events-Section 5). **All relevant questions and requests for clarification received by the Architect and the corresponding responses will be distributed by the Owner to those who requested Documents through November 1, 2021, as an addendum to the original solicitation for services.** From the issue date of this solicitation until a successful proposer is selected and the selection is announced, respondents are not allowed to communicate for any reason with any members or employees of the Owner except for submission of questions as instructed in the RFP, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner shall reserve the right to reject the proposal of the offending proposer.

## 7. STEP 1: SUBMITTAL REVIEW PROCESS

### Proposal Review

This RFP is issued for the purpose of acquiring Proposals from prospective CPs. A selection will be made by a Selection Committee consisting of representatives of the Owner. The Selection Committee will receive, and review the Proposals submitted in response to this RFP. To be deemed eligible for evaluation, firms must meet the following minimum qualifications:

### Minimum Qualifications Required (evaluated on a pass/fail basis by the selection committee)

- The firm or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority.
- Firm must have sufficient bonding capacity for anticipated total cost of work. Provide a letter or other supporting documentation from a bonding company indicating the firm's capacity to bond the project.
- Firm must have a current Contractor's Public Liability Insurance policy and must be insurable in at least the following amounts: Bodily injury, including death- limits of \$1,000,000 for each accident. Property damage- limits of \$2,000,000 for each accident and \$10,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) Provide your current insurance certificate.
- Firms must have all necessary, valid and current licenses to do business in the State of Georgia. Provide a copy of your GC license, business license and Georgia Certificate of Existence.
- Firm must demonstrate sufficient cash flow to undertake the project as evidenced by a current ratio (current assets/current liabilities) of 1.0 or higher.
- The firm must demonstrate a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years of 1.2 or less.
- The firm or its principals have not been terminated for cause or currently in default on any public works contract.

### Additional Qualifications – Supplier Diversity

Proposals submitted in response to this RFP must include a response for the following Supplier Diversity questions:

- Is your company designated as a woman or minority-owned business?

- Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with women, minority and service disabled veteran-owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse company subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples.
- What percentage of your company's total contracting and procurement spend for the prior year was with women, minority or service-disabled veteran-owned businesses?
- Indicate the percentage your company will subcontract with women, minority, and service-disabled veteran-owned businesses should your company be the successful bidder. If your company does not plan to subcontract, please indicate the percentage of your workforce designated as women, minority, or veteran.

The firms must provide a sworn statement attesting to compliance with the minimum criteria listed above and provide supporting documentation as requested further in the process in accordance with deliverable (A) A-1 below in this RFP.

The Selection Committee will then evaluate the submittals which have met the above minimum qualifications. Criteria for the evaluation are listed below:

**Criteria for Evaluation of Submittal**

- 20pts.: Previous record of the proposer while performing in the role of a CM-at-Risk providing services with a GMP and GDD; and
- 20pts.: Fees and Intangibles which best demonstrate the proposer’s ability to provide services in an efficient and timely manner at a fair rate to the Atlanta Unbound Academy; and
- 20pts.: Composition and qualifications of the persons designated to form the proposer’s staff for the services required under the RFP; and
- 15pts.: Previous record of the proposer with projects within 100 miles of Atlanta, GA; and
- 15pts.: Responses from at least three (3) references for whom the proposer has performed services; and
- 10pts.: Supplier Diversity responses

**8. INSTRUCTIONS FOR PREPARING SUBMITTAL**

Submittals shall include a transmittal letter. Submittals must be typed on standard (8- 1/2" x 11") paper. The pages must be numbered. A table of contents, with corresponding tabs, must be included to identify each section. Responses are limited to forty (40) double-sided pages or less using a minimum of an 11-point font. Any exhibits, affidavits or other enclosure information called for may be included in an appendix and will not count toward the limit. Tab sheets also do not count toward limit. Each submittal shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities. Emphasis must be on completeness, relevance, and clarity to content.

To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below. **The content of all Proposals must be categorized and numbered as outlined below and be responsive to all requested information:**

**PROPOSAL**

**A. Previous Record**

- A1- Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, include information about the parent company and branch office separately. Identify the office from which project will be managed and proximity to the project site. Provide form of ownership, including state of residency or incorporation, and number of years in business. For joint venture entities that have not undertaken at least two projects together, each firm should submit its proposal separately. Joint submittals are Subject to the same submittal page limit.
- A2- Briefly describe the history of your firm(s). Provide general information about the firm's establishment, personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices that will be directly involved with this Project.
- A3- Please disclose whether or not the firm has been involved in any litigation with an Owner or Architects during

the past five (5) years. List any active or pending litigation and provide a thorough explanation of its scope. List any claims against your firm or against Owners where your firm is named.

A4- List the firm's annual average gross revenue for each of the past 5 years. Supply main financial and banking references.

A5- Please provide information as to whether or not your firm has ever been removed from a contract for cause OR failed to complete a contract as awarded?

A6- The firm, in order to be deemed eligible for further evaluation, will issue the following statement asserting that the firm meets the minimum qualifications required for these projects (supporting information is requested and can be included as an Appendix in the Proposal). The SIGNED statement shall read as follows:

- a. We certify our firm, or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority.
- b. We certify that our firm has sufficient bonding capacity for anticipated total cost of work. Provide a letter or other supporting documentation from a bonding company indicating the firm's capacity to bond the project.
- c. We certify our firm has a current Contractor's Public Liability Insurance policy, and our firm is insurable in the following amounts: Bodily injury, including death limits of \$1,000,000 for each accident. Property damage-limits of \$2,000,000 for each accident and \$10,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.) Provide your current insurance certificate.
- d. We certify our firms has all necessary, valid and current licenses to do business in the State of Georgia. Provide a copy of your GC license, business license and Georgia Certificate of Existence.
- e. We certify we have sufficient cash flow to undertake the project as evidenced by a current ratio (current assets/current liabilities) of 1.0 or higher.
- f. We certify a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years of 1.2 or less. Firm must provide a letter or other supporting documentation.
- g. We certify the firm, or its principals have not been terminated for cause or are currently in default on any public works contract.

A7- Provide information on the firm's experience on projects of similar function, and complexity (similar type of construction). Describe 3-5 projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project. For each project, provide the following information:

- a. Project name, location and dates during which services were performed.
- b. Brief description of project and physical description (delivery method, cost, square footage, number of stories, type of foundation, structural system, envelope, site area).
- c. Services performed by your firm.
- d. Provide any Owner-written letters of reference/recommendation about the firm's performance on the project.
- e. Owner/Architect contact information.
- f. Explanation as to how the highlighted project relates to the current Project being considered. If the firm has multiple offices, indicate the office responsible for each highlighted project

## **B. Qualifications and Experience of Proposed Project Team**

B1- Describe your firm's proposed organization for the construction management team including, project executive, project director, project manager, superintendent, cost estimator, etc., who will manage the project. Please designate the specific individuals to fill the following key roles on your team:

- a. Superintendent(s)
- b. Project Manager
- c. Project Executive / Project Director
- d. Cost Estimator
- e. Other (please describe, if applicable)

B2- Please provide, for each of the above personnel, current resume listing relevant project experience, percentage of the person's time to be committed to these projects, current and projected workloads, and his/her office location in relation to project location.

- B3- Please identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. Provide information on his/her current and projected workloads, and his/her office location in relation to project location. This individual's competence, his/her leadership, location, and his/her ability to achieve customer satisfaction will be heavily considered in the selection of a construction management firm.
- B4- Provide an organizational chart showing the lines of responsibility and accountability for your team and proposed sub-consultants. If a joint-venture, identify responsibility relationships, where there may be past experience at such relationships, and levels of experience.
- B5- Provide examples of your recent experience as CP or CM at Risk in constructing facilities similar to this project, including the following information:
- a. Provide photographs of similar projects your firm/team completed in the past five (5) years.
  - b. Provide a written reference from the Architect/Owner (with current contact information) familiar with your performance on each of the above projects. Provide a Program Manager reference (if applicable).
  - c. List the individuals who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator on the projects. Please note whether these individuals are still employed with your firm.
  - d. Indicate those projects where an architect, engineering consultant, and CP served a corporate or public client as a team.
  - e. Provide information about the two most recent similar projects your firm has completed. Include the total quantity of change orders and net total cost increase of change orders to the project. Summarize the actual schedule performance relative to the initial project schedule. For each project, provide the name of an Owner's representative (with a current phone number) who is most familiar with your performance on the project.

### **C. Intangibles**

- C1- With regard to your firm's expected role in the project, please provide:
- a statement of your definition of the role,
  - your anticipated level of management responsibility and accountability for project concerns.
- C1.1 Describe your process for efficiently resolving issues and maintaining the project commitments while working collaboratively with the Architect, Owner, and other stakeholders as applicable.
- C1.2 Describe your procedures for routine solving of complex project issues without compromising your team commitments.
- C1.3 Provide your proposed methods and plans of communication.
- C2- Describe your firm's approach to providing pre-construction services on this project.
- C3- Provide your cost management plan for controlling costs on this project within the GMP during construction. Describe your systems and procedures for controlling costs during construction.
- C4- Provide your change order management plan for managing cost and schedule exposures within the stated limitations.
- C5- Provide your procurement and workforce plan including details on your plan to assure local CP opportunity. Describe how your firm intends to arrange the construction into bid packages in order to maintain The Owner's schedule and budget objectives.
- C6- Provide your schedule management plan for these projects during construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.
- C7- Provide your subcontractor management plan including, contract document compliance procedures, project accounting procedures, issue resolution and compliance with Security and Immigration Compliance Act OCGA



13-10-91 – as it relates to subcontractor compliance with the requirements set forth therein ensuring compliance with the federal work authorization program.

- C8- Provide your closeout management plan for these projects. Describe your systems and procedures for your closeout plan.
- C9- Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship
- C10- Provide your safety and site logistics plan for the project. Describe your plan for working around existing operations and for site access. Provide your accident incident rate for the past three (3) years, using the following formula: Incident Rate = # of Injuries x (200,000) / # Total Man Hours
- C-11- Provide your plan for applying any services not specifically mentioned herein. Explain the relevance of these services to this project and how they benefit the project.

## 9. SUBMITTAL OF FEE PROPOSALS

Fee Proposals must be submitted separately, in a sealed envelope, with the Proposal. **Firms must use the attached "Fee Proposal" forms (Exhibit B, attachment A, & B) for their fee proposal.** Understand that this proposal constitutes a starting point for negotiation toward an eventual agreement on fees. The submitted fees will be evaluated concurrently with the Proposal.

## 10. SUBMITTAL OF PROPOSAL AND FEE PROPOSAL

All responses must be sealed in an opaque envelope or box, and reference to the Atlanta Unbound Academy on envelopes or boxes and addressed to the addresses below. Proposals must be physically received by the Owner prior to the deadline indicated in the Schedule of Events (Section 5 of RFP) at the exact address below:

Proposers should deliver **six (6) hard copies and one (1) electronic copy** (.pdf format on a USB Drive) of their Proposal submittal, and the same of the separate sealed fee submittal to:

**Atlanta Unbound Academy  
Attn: Jonathan Green  
Board Chair  
1743 Hardin Avenue  
College Park, GA 30337**

It is the sole responsibility of the Proposers to assure delivery to the noted locations by the specified deadlines; the Owner cannot accept responsibility for incorrect delivery, regardless of reason. No Proposal submittals will be accepted after the time stipulated above. Proposal submittals will not be accepted via facsimile or e-mail.

It is the responsibility of the Proposers to examine the entire Request, seek clarification in writing, and review their proposal for accuracy before submitting a response. Once the deadline has passed, all submittals will be final.

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

## 11. STEP II: INTERVIEW AND FEE NEGOTIATION PROCESS (for Finalists only).

Step II- CP Selection, will be initiated by invitation to the qualified finalists by the Selection Committee (determined in Step I from evaluation of Proposal) for interviews to be conducted by the Owner, if deemed necessary. The successful CP will be determined from the interview evaluation, if conducted, and a successful fee negotiation process.

## 12. PRESENTATION/ INTERVIEW INFORMATION

### Interview Format

Firms selected to make presentations shall be notified by the Invitation to Interview letter issued by the Selection Committee or Architect. The Invitation to Interview letter shall designate a place and time for the interview session. The Invitation letter will specify the manner in which the presentations will be conducted.

Electronic presentations, such as PowerPoint presentations, are allowed but may not comprise more than 20 minutes of the 30 minute presentation. The Owner will have a screen available in the interview room. Nevertheless, presenters must be prepared with their own projector and computer. The presentation may include flip charts, boards, or any other media the CP may need to communicate their abilities, along with the oral presentation.

The interviews may be conducted by the members of the Atlanta Unbound Academy and invited attendees of the Board's discretion. Each interviewer will grade and judge the firms to determine the top ranked firm. Firms are encouraged to briefly describe their general company history and any other information that is relevant to the presentation. All key personnel should be present at the interview, including at a minimum, the project superintendent, project manager and project executive.

### **Interview Requirements**

The primary intent of the formal interview process is to provide the Atlanta Unbound Academy with in-depth and clarifying information about the firm. Information provided should assist the Atlanta Unbound Academy in making an informed decision as to the proposer best suited for the work.

Firms should focus their presentations on:

- Describing their detailed plan for managing the construction, cost, schedule, and quality on the project; and
- Unique characteristics or services the firm offers; and,
- Firm's concepts or plans for the division of the project into separate packages for award.

## **13. FINAL EVALUATION AND SELECTION**

Upon completion of the evaluation of the RFP submittal, proposers will be ranked in descending order of recommendation. In the event a satisfactory fee cannot be reached with the highest-ranking firm, the Owner will formally terminate the negotiations in writing and begin negotiation with the second highest-ranking firm, and so on until a mutually agreed upon fee is established. Once the successful CP and the agreed upon fee have been determined, a CP services contract will be awarded by the Owner.

## **14. ADDITIONAL TERMS AND CONDITIONS DEADLINES**

The deadline for submission of questions relative to the RFP is the time and date shown in the Schedule of Events (Section 5). All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled and answered in writing and issued directly to all proposers via E-mail. Any proposer exceptions to the RFP requirements or requests for deadline extensions must also be communicated to the Owner by the deadline to be properly considered. Any requests for proposal deadline extensions must include the reason(s) for such a request. The Owner reserves the right to approve or reject such requests as the Owner deems necessary.

### **Confidentiality**

Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

### **Award Conditions**

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

- Any contract awarded will include the required provision of O.C.G.A. 20-2-506. In addition, a termination for convenience provision will be included.
- The requirements of this RFP and proposal submitted in response, as agreed to by the Owner, shall be incorporated into the contract for services.
- 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.

### **Reciprocal Preference Law**

Pursuant to O.C.G.A. 13-10-3, for the purpose of determining residency, a Georgia resident business shall include:

- (1) Any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal
- (2) (or) a new business that is domiciled in Georgia which regularly maintains a place from which business is physically conducted in Georgia (provided) that a place of business shall not include a post office box, site trailer or temporary structure.

Whenever the state contracts for public works construction, materialmen, CPs, builders, architects, engineers and laborers resident in the State of Georgia are to be granted the same preference over materialmen, CPs, builders, architects, engineers and laborers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other states.

### **Joint-Venture Proposals**

The Owner does not desire to enter into "joint-venture" agreements with multiple firms. In the event two or more firms desire to "team up" it is strongly recommended that one incorporated firm propose and maintain status as the contracted lead firm with the remaining firms participating as major consultants to the lead firm.

### **Immigration Reform Compliance Requirement.**

The successful Proposer will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., by meeting or having complied with one of the (2) following provisions and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01:

- 1) The CP warrants that CP has complied with the Immigration Reform and Control Act of 1986 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees;
- 2) The successful proposer shall comply with the stipulations cited in Security and Immigration Compliance Act OCGA 13-10-91. with respect to the proper federal authorizations regarding the right to work for subcontractors and CPs.

### **E-Verify: CP Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The successful Proposer will be required to submit an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the firm or corporation which is engaged in the performance of services on behalf of the Owner has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the CP will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfactory of such contract only with subcontractors who present an affidavit to the CP with the information required by O.C.G.A. § 13-10-91(b). The affidavit shall include the CP's Federal Work Authorization User Identification Number and date of authorization.

### **Statement of Agreement**

With submission of a proposal, the Proposer agrees that they have carefully examined the Request for Proposal (RFP), and the Proposer agrees that it is the Proposer's responsibility to request clarification on any issues in any section of the RFP with which the Proposer disagrees or needs clarified. The Proposer also understands that failure to mention these items in the proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements in the therein.

## **EXHIBIT A**

### **Project Description / Scope of Work\***

#### **New K-8 School**

Project may include, but not limited to (all information herein subject to change):

- K-8 School with a projected future maximum planned growth to 540 students over 2 phases with classrooms, shared and ancillary spaces to support all programs. Phase 1 includes installation of modular campus. Phase 2 includes construction of a 50,000sf building.

Listed items are subject to change.

\*Scope of work is subject to change, as the budget dictates.

**EXHIBIT B**

**New K-8 School**

**CM FEE PROPOSAL**

**CM'S FEE:** Provide a breakdown of all proposed construction management fees beyond direct subcontractor costs, including general conditions, reimbursables/general allowances, contingencies, etc. with definitions of each. Provide fee breakdown for projects \$10M and above to represent the full range of project sizes included in this RFP.

**1. BASIS OF FEE:**

Basis of Fee. The CM's fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the CM as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the CM performs all the requirements of the Contract Documents within the time limits established.

**A. PRECONSTRUCTION FEE:**

Preconstruction Fee. For the preconstruction consulting services provided by CP/GC, the Owner shall pay to CM a Preconstruction Fee:

	TOTAL
Preconstruction Fee (fixed fee)	

**B. CONSTRUCTION FEE:**

Construction Fee. Representing the Gross profit for the construction services provided by CM, the Owner shall pay to CP/ a Construction Fee.

	TOTAL
Construction Fee (fixed fee or percentage)	

**2. CM'S EXPENSES AND OVERHEAD COSTS (Preconstruction and Construction):**

The CM's Overhead Costs. The maximum amount for the CM's Preconstruction Costs and Expenses and Construction Overhead Costs is inclusive of all direct and incidental expenses as described in Attachments A and Attachments B.

Maximum Preconstruction Costs and Expenses (From Attachment A. Do Not include the Pre-Construction Fee In this amount)	\$
Maximum Construction Overhead Costs (From Attachment B. Do Not include the Pre-Construction Fee In this amount) This can be a percentage for general conditions	\$
<b>Total Maximum CM Overhead Cost Allowance (Sum of A and B)</b>	<b>\$</b>

\_\_\_\_\_  
CM Legal Name

By: \_\_\_\_\_  
Signature of CM Officer

\_\_\_\_\_  
Title of CM Officer

**EXHIBIT B - ATTACHMENT**

**"A"**

**I. PRECONSTRUCTION COSTS AND EXPENSES BREAKDOWN**

	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes
<b>A. Preconstruction - Supervision &amp; Management:</b>											
1	Senior Project Mgr.		mos				\$0	\$0	\$0	\$0	
2	Project Mgr.		mos				\$0	\$0	\$0	\$0	
3	Preconstruction Manager		mos				\$0	\$0	\$0	\$0	
4	Project Supt.		mos				\$0	\$0	\$0	\$0	
5	Cost Control		mos				\$0	\$0	\$0	\$0	
6	Scheduling		mos				\$0	\$0	\$0	\$0	
7	Secretary		mos				\$0	\$0	\$0	\$0	
8	Consultant		mos				\$0	\$0	\$0	\$0	
9	Other (Identify)		mos				\$0	\$0	\$0	\$0	
	<b>Subtotal</b>									<b>\$0</b>	

<b>B. Preconstruction - Miscellaneous</b>											
10	Office Supplies		mos				\$0	\$0	\$0	\$0	
11	Postage & Shipping		mos				\$0	\$0	\$0	\$0	
12	Blueprint/Photostat.		ls				\$0	\$0	\$0	\$0	
13	Phone Charges		mos				\$0	\$0	\$0	\$0	
14	Phone Charges-Long Dist.		mos				\$0	\$0	\$0	\$0	
15	Courier Service		mos				\$0	\$0	\$0	\$0	
16	Travel Expenses		mos				\$0	\$0	\$0	\$0	
17	Other (Identify)		mos				\$0	\$0	\$0	\$0	
	<b>Subtotal</b>									<b>\$0</b>	

<b>TOTAL ALL PRECONSTRUCTION COST AND EXPENSES</b>										<b>\$0</b>	
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**EXHIBIT B - ATTACHMENT**

**"B"**

<b>II. CONSTRUCTION OVERHEAD COST BREAKDOWN</b>												
	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes	
<b>Site Supervision &amp; Management:</b>												
1	Senior Project Mgr.		mos				\$0	\$0	\$0	\$0		
2	Project Mgr.		mos				\$0	\$0	\$0	\$0		
3	Project Supt.		mos				\$0	\$0	\$0	\$0		
4	Project Supt.		mos				\$0	\$0	\$0	\$0		
5	Area Supt.		mos				\$0	\$0	\$0	\$0		
6	Secretary		mos				\$0	\$0	\$0	\$0		
7	Project Engineer		mos				\$0	\$0	\$0	\$0		
8	Project Engineer		mos				\$0	\$0	\$0	\$0		
9	Office Engineer		mos				\$0	\$0	\$0	\$0		
10	Engineer or Eng. Company		mos				\$0	\$0	\$0	\$0		
11	Rodman		mos				\$0	\$0	\$0	\$0		
12	Cost Control		mos				\$0	\$0	\$0	\$0		
13	Safety Engineer		mos				\$0	\$0	\$0	\$0		
14	Scheduling		mos				\$0	\$0	\$0	\$0		
15	Purchasing		mos				\$0	\$0	\$0	\$0		
16	Project Accountant		mos				\$0	\$0	\$0	\$0		
17	Other (Identify)		mos				\$0	\$0	\$0	\$0		
18	Other (Identify)		mos				\$0	\$0	\$0	\$0		
<b>Subtotal</b>										<b>\$0</b>		

<b>Site Office Expense:</b>											
19	Job Office Trailer Rent		mos				\$0	\$0	\$0	\$0	
20	Office Jobsite Build Out		ls				\$0	\$0	\$0	\$0	
21	Office Jobsite Set-up		ls				\$0	\$0	\$0	\$0	
22	Temp. Const. Trailer/Storage		ea				\$0	\$0	\$0	\$0	
23	Office Furniture		ls				\$0	\$0	\$0	\$0	
24	Office Machines/Equip.		mos				\$0	\$0	\$0	\$0	
25	Copy Machines/Maintenance		mos				\$0	\$0	\$0	\$0	
26	Office Supplies		mos				\$0	\$0	\$0	\$0	
27	Janitor/San. Supplies		mos				\$0	\$0	\$0	\$0	
28	Postage & Shipping		mos				\$0	\$0	\$0	\$0	
29	First Aid/Med. Treat.		mos				\$0	\$0	\$0	\$0	
30	Job Signs		ea				\$0	\$0	\$0	\$0	
31	Progress Photos		mos				\$0	\$0	\$0	\$0	
32	Extra Plans & Specs.		allow				\$0	\$0	\$0	\$0	
33	Blueprint/Photostat.		ls				\$0	\$0	\$0	\$0	
34	Telephone System		ls				\$0	\$0	\$0	\$0	
35	Phone Installation		ls				\$0	\$0	\$0	\$0	

II. CONSTRUCTION OVERHEAD COST BREAKDOWN											
	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes
36	Phone Charges		mos				\$0	\$0	\$0	\$0	
37	Phone Charges-Long Dist.		mos				\$0	\$0	\$0	\$0	
38	Radio Communications		ea				\$0	\$0	\$0	\$0	
39	Radio Maintenance		ls				\$0	\$0	\$0	\$0	
40	Other (Identify)		ls				\$0	\$0	\$0	\$0	
	<b>Subtotal</b>									<b>\$0</b>	

<b>Safety &amp; Security:</b>											
41	Safety Incentives		ls				\$0	\$0	\$0	\$0	
42	Sidewalk Barricades		ls				\$0	\$0	\$0	\$0	
43	Safety Railings		lf				\$0	\$0	\$0	\$0	
44	Opening Closures		lf				\$0	\$0	\$0	\$0	
45	Weather Protection		mos				\$0	\$0	\$0	\$0	
46	Ladders & Stairs		ea				\$0	\$0	\$0	\$0	
47	Watchman/Guard Ser.		mos				\$0	\$0	\$0	\$0	
48	Fences & Gates		ls				\$0	\$0	\$0	\$0	
49	Traffic Control		wks				\$0	\$0	\$0	\$0	
50	Fire Protection, Extinguishers, Barrels		ea				\$0	\$0	\$0	\$0	
51	Safety Equipment		mos				\$0	\$0	\$0	\$0	
52	Rainwear/Hardhats, etc.		ls				\$0	\$0	\$0	\$0	
53	Other (Identify)		ls				\$0	\$0	\$0	\$0	
	<b>Subtotal</b>									<b>\$0</b>	

<b>Cleaning:</b>											
54	Daily Cleaning		mos				\$0	\$0	\$0	\$0	
55	Final Cleanup-Building		sf				\$0	\$0	\$0	\$0	
56	Window/Skylight Cleaning		sf				\$0	\$0	\$0	\$0	
57	Trash Bin Rent/Haul		mos				\$0	\$0	\$0	\$0	
58	Trash Chutes/Hoppers		ea				\$0	\$0	\$0	\$0	
59	Dump Fees/Hauling		mos				\$0	\$0	\$0	\$0	
60	Dust Barricades		sf				\$0	\$0	\$0	\$0	
61	Other (Identify)		sf				\$0	\$0	\$0	\$0	
	<b>Subtotal</b>									<b>\$0</b>	

<b>Temporary Utilities/Misc.</b>											
62	Temp. Electric-Office		mos				\$0	\$0	\$0	\$0	
63	Security-Office		mos				\$0	\$0	\$0	\$0	
64	Temp. Electric -Building		mos				\$0	\$0	\$0	\$0	
65	Water - Field Office		mos				\$0	\$0	\$0	\$0	



<b>II. CONSTRUCTION OVERHEAD COST BREAKDOWN</b>											
	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes
66	Water - Coolers		ls				\$0	\$0	\$0	\$0	
67	Water Barrels		ls				\$0	\$0	\$0	\$0	
68	Ice Machine		mos				\$0	\$0	\$0	\$0	
69	Ice and/or Cups		mos				\$0	\$0	\$0	\$0	
70	Temporary Toilets Install		ea				\$0	\$0	\$0	\$0	
71	Temporary Toilets		mos				\$0	\$0	\$0	\$0	
72	Cold Weather Protection		mos				\$0	\$0	\$0	\$0	
73	Temp. Heat for Bldg.		mos				\$0	\$0	\$0	\$0	
74	Drug Testing		ls				\$0	\$0	\$0	\$0	
75	Computer-PCS		allow				\$0	\$0	\$0	\$0	
76	Computers		ls				\$0	\$0	\$0	\$0	
77	Software		ls				\$0	\$0	\$0	\$0	
78	MIS Charges		ls				\$0	\$0	\$0	\$0	
79	Off-Site Parking		ls				\$0	\$0	\$0	\$0	
80	Living Expenses		mos				\$0	\$0	\$0	\$0	
81	Executive Travel		ls				\$0	\$0	\$0	\$0	
82	Air Fare		trips				\$0	\$0	\$0	\$0	
83	Car Rental		trips				\$0	\$0	\$0	\$0	
84	Hotel		trips				\$0	\$0	\$0	\$0	
85	Meals		days				\$0	\$0	\$0	\$0	
86	Ceremony Expense		ls				\$0	\$0	\$0	\$0	
87	Other (Identify)		ls				\$0	\$0	\$0	\$0	
	<b>Subtotal</b>									<b>\$0</b>	

<b>General Equipment:</b>											
88	Automobiles		mos				\$0	\$0	\$0	\$0	
89	Pickup Trucks		mos				\$0	\$0	\$0	\$0	
90	Temporary Parking		mos				\$0	\$0	\$0	\$0	
91	Small Tools/Expendables		ls				\$0	\$0	\$0	\$0	
92	Survey Equipment		mos				\$0	\$0	\$0	\$0	
93	Hoist/Operator		mos				\$0	\$0	\$0	\$0	
94	Hoist Service		mos				\$0	\$0	\$0	\$0	
95	Erect/Dismantle Hoist		ls				\$0	\$0	\$0	\$0	
96	Tower Crane Service		ls				\$0	\$0	\$0	\$0	
97	Erect/Dismantle Crane		ls				\$0	\$0	\$0	\$0	
98	Crane Rental/Operator		mos				\$0	\$0	\$0	\$0	
99	Temp. Elev. & Operator		mos				\$0	\$0	\$0	\$0	
100	Repair Cab/Temp. Elev.		ls				\$0	\$0	\$0	\$0	
101	Protect Perm. Elevator		ls				\$0	\$0	\$0	\$0	
102	Fuel/Oil/Grease		mos				\$0	\$0	\$0	\$0	
103	Vehicle Repairs/Maintenance		ls				\$0	\$0	\$0	\$0	
104	Other (Identify)		ls				\$0	\$0	\$0	\$0	

<b>II. CONSTRUCTION OVERHEAD COST BREAKDOWN</b>											
	Description	Qty	Unit	Labor*	Mat'l**	Sub	Labor Subtotal	Mat'l Subtotal	Sub Subtotal	Total	Notes
	<b>Subtotal</b>									<b>\$0</b>	

<b>Bonds &amp; Insurance:</b>											
105	Perform. & Payment Bonds		ls				\$0	\$0	\$0	\$0	
106	Workers Comp. Insurance		ls				\$0	\$0	\$0	\$0	
107	Builders Risk Insurance		ls				\$0	\$0	\$0	\$0	
108	Liability Insurance		ls				\$0	\$0	\$0	\$0	
109	Other (Identify)		ls				\$0	\$0	\$0	\$0	
	<b>Subtotal</b>									<b>\$0</b>	

<b>TOTAL ALL CONSTRUCTION OVERHEAD COSTS:</b>										<b>\$0</b>	
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