

Southern A&E, LLC  
7951 Troon Circle  
Austell, Georgia 30168  
(770)-819-7777



Project Name: HVAC & Lighting Replacement to: Rossville Elementary School  
Project Number: 01-920-018  
Client: Walker County School District  
City/State: Lafayette, Georgia 30750

Addendum Date: September 27, 2022  
Bid Date: October 19, 2022

**TO REGISTERED HOLDERS OF BID DOCUMENTS**

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**INFORMATION CONTAINED IN THIS ADDENDUM SUPERSEDES PREVIOUS INFORMATION  
CONTAINED IN BID DOCUMENTS**

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**CHANGES TO SPECS:**

- a) Section 00 00 30 - Table of Contents
  - i) Replace Section 00 00 30 - Table of contents with the new attachment
- b) Section 00 03 00 - Advertisement for Proposals
  - i) Replace Section 00 03 00 - Advertisement for Proposals with the new attachment
- c) Section 07 Compensation Proposal Form GC to be deleted from the specification book
  - i) Replace Section 07 Compensation Proposal Form GC with the new attachment
- d) Section 00 10 00 - Instruction to Bidders to be deleted from the specification book
- e) Replace RFP for General Contractor with the new attachment

**ATTACHMENTS:**

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00 03 00 - Advertisement for Proposals,  
07 Compensation Proposal Form GC,  
RFP for General Contractor

**END OF ADDENDUM #2**

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# NOTICE AND ADVERTISEMENT FOR PROPOSALS

## WALKER COUNTY BOARD OF EDUCATION

### HVAC & LIGHTING REPLACEMENT TO ROSSVILLE ELEMENTARY SCHOOL

#### 1.1 SOLICITATION

- A. Sealed Proposals from **General Contractors** will be received by **Walker County Board of Education** “the Owner” in the **Facilities & Operations Department** at **298 Culberson Avenue, LaFayette, GA 30728** until **2:00 P.M.** on **Wednesday, October 19, 2022** for construction of:

### HVAC & LIGHTING REPLACEMENT TO ROSSVILLE ELEMENTARY SCHOOL 1250 Wilson Road, Rossville, Georgia 30741

- B. A **Mandatory Pre-Proposal Meeting** will be held on **Wednesday, October 5, 2022 at 11:00 A.M.** at the Walker County Board of Education, Facilities & Operations Department. Any person or entity that fails to attend the mandatory pre-proposal meeting will not be permitted to submit a proposal for the Project and any Proposal submitted by a person or entity that did not attend the mandatory pre-proposal meeting will be returned unopened.
- C. No extension of proposal will be made. Interested parties are invited to attend.

#### 1.2 REQUEST FOR PROPOSAL DOCUMENTS

- A. Request for Proposal “RFP” documents may be examined at Southern A & E “the Architect” at 7951 Troon Circle, Austell, Georgia 30168 or by calling 770-819-7777 to request a password and link to Southern A & E’s online plan service to view the documents. Upon further request, construction documents may be downloaded for printing or hardcopies may be ordered through the online plan service. Only complete sets will be provided for downloading or as hardcopies.
- B. Proposals shall be submitted in accordance with the RFP Instructions to Offerors.
- C. No deposits are required and no refunds will be made.
- D. Proposal documents will not be sent to plan rooms.

#### 1.3 CONDITIONS

- A. No proposal may be withdrawn for a period of sixty (60) days after proposals are opened.
- B. Bid bond in the amount of five percent of the base proposal is required and must be submitted with the proposal. A bid bond is the **only acceptable form of bid security**. No personal checks, cashier’s checks, certified checks or cash will be accepted in lieu of the bid bond.
- C. Performance and payment bonds in the amount of one-hundred percent (100%) of the contract sum will be required prior to commencement of construction.
- D. All bonds shall be written by a surety licensed to conduct business in Georgia, listed on the Federal Register and acceptable to the Owner.
- E. Offerors shall attach a Contractor Affidavit and Agreement demonstrating compliance with O.C.G.A. 13-10-91, Georgia Security and Immigration Compliance Act. Offerors shall also comply with provisions of O.C.G.A. 50-36-1, Verification of Lawful Presence Within United States through the use of the Systematic Alien Verification for Entitlements (SAVE) program and shall provide verification of compliance with executed affidavits which are a part of the proposal packet.
- F. Owner reserves the right to waive technicalities and irregularities and to reject any or all proposals. The proposals will be evaluated and awarded to what is most advantageous for the Walker County Board of Education.
- G. By submitting a proposal, the Offeror agrees to sign the Owner’s STANDARD FORM OF FIXED PRICE CONSTRUCTION CONTRACT, which is one of the proposal documents.

#### 1.4 SOLICITED BY:

**Chris Jones, Director of Facilities & Operations**  
**Walker County Board of Education**

Date advertised: September 21, 2022 on Website & Georgia Procurement  
September 21, 2022 & October 5, 2022 in the Walker County Messenger

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**General Contractor Compensation & Fee Proposal**

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Project Name: **Rossville Elementary HVAC & Lighting Replacement**  
Walker County Board of Education

Walker County Board of Education  
201 S Duke Street  
LaFayette, Georgia 30728  
Attn: Chris Jones

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned General Contractor,

\_\_\_\_\_  
*[legal name of General Contractor]*

\_\_\_\_\_  
*[address of General Contractor]*

\_\_\_\_\_  
*[telephone number of General Contractor]*

having carefully examined the proposed form of Contract for General Contractor Services (the "Agreement") and the Owner's standard forms and other documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for the Project, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the General Contractor Services including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time stated therein, for the compensation and fees set forth below, and submits the following proposed compensation and fees and other matters set forth below:

- a. General Contractor's proposed compensation amount to insert in Article 6.1 of the Agreement is \_\_\_\_\_ (\$\_\_\_\_\_).
- b. The Undersigned proposes that should the following Alternates be accepted and incorporated into the Contract, the Base Proposed Compensation Amount will be amended as follows:

Alternate #1: Replacement of Existing 2'x 4' Ceiling Tile & Grids to New 2'x 2' Ceiling Tile & Grids  
Add Dollars (\$\_\_\_\_\_).

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Alternate #2: Replacement of Existing Toilet Partitions with New Toilet Partitions  
Add Dollars (\$\_\_\_\_\_).

Alternate #3: Trane HVAC Equipment  
Add Dollars (\$\_\_\_\_\_).

c. The undersigned General Contractor hereby acknowledges receipt of the following Addenda:

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*[insert the number and date of each Addendum; if none, insert "None"]*

The General Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities and informalities.

The General Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned General Contractor agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within sixty (60) calendar days after the date and time fixed for receiving said Proposals, the undersigned General Contractor will execute, within three (3) business days of the date of the notice, the Agreement for the Construction Management at Risk Services in accordance with the Request for Proposal for the compensation and fees stated above, and will when necessary furnish and deliver to the Owner, at the General Contractor's expense, a satisfactory Performance Bond and Payment Bond, both on the exact forms provided by the Owner in the Proposal Documents and each in an amount equal to one hundred percent (100%) of the Proposal Price, and affixed to each a certified and current power of attorney of the attorney-in-fact who executes the Performance Bond and the Payment Bond on behalf of the surety, and each issued by a surety satisfactory to the Owner and licensed to do business in Georgia as approved by the State Insurance Commissioner's Office.

The undersigned General Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

By submission of the Proposal, General Contractor represents and warrants that:

- (a) General Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
- (b) General Contractor has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the General Contractor Services for which this Proposal is submitted;
- (c) this Proposal is based upon furnishing all of the General Contractor Services, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,

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(d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the General Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other General Contractor or with any competitor. The General Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. If successful in its Proposal, the General Contractor will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner and number, required by the Request for Proposals and applicable laws. The General Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

\_\_\_\_\_  
*[typed name of General Contractor]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of General Contractor]*

(\_\_\_\_\_) \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*

[If the *General Contractor* is a joint venture, utilize the following page of this proposal form for signatures.]

By submission of this Proposal, the General Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other General Contractor or with any competitor. The General Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. If successful in its Proposal, the General Contractor will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner and number, required by the Request for Proposals and applicable laws. The General Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted \_\_\_\_\_,  
*[typed name of Joint Venture]*

By: \_\_\_\_\_  
*[typed name of Joint Venture partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of Joint Venture partner]*

(\_\_\_\_\_) \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*

By: \_\_\_\_\_  
*[typed name of Joint Venture partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[address of Joint Venture partner]*

(\_\_\_\_\_) \_\_\_\_\_  
*[business telephone number]*

\_\_\_\_\_  
*[date of execution]*



**REQUEST FOR PROPOSALS**

**for**

**GENERAL CONTRACTOR  
SERVICES**

**for the**

**WALKER COUNTY BOARD OF EDUCATION**

**Project: Rosville Elementary  
HVAC & Lighting Replacement  
1250 Wilson Road  
Rosville, GA 30741**

**REQUEST FOR PROPOSALS  
GENERAL CONTRACTOR SERVICES  
WALKER COUNTY BOARD OF EDUCATION**

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## I.

### PROPOSAL CONDITIONS

#### A. CERTAIN DEFINITIONS:

“Addenda” are written or graphic documents issued by the Owner prior to the opening of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, corrections or revisions.

Capitalized terms in the Proposal Documents, other than the proposed Contract Documents, that are not defined in such Proposal Documents but are defined in the proposed Contract Documents shall have the meaning ascribed to them in the proposed Contract Documents.

A “General Contractor” (“GC”) is a person or entity who submits a Proposal, and may also sometimes be referred to as an “Offeror.”

A “Proposal” is a complete and properly executed proposal package to provide the GC services in accordance with the Proposal Documents for the sums and in the times stated in the Proposal supported by the data required by the Proposal Documents, and submitted in accordance with the Proposal Documents.

“Proposal Documents” means all of the documents included in the Request for Proposals, including without limitation such proposed Contract Documents as are included in the Request for Proposals, and any Addenda issued prior to the opening of Proposals.

#### B. REQUEST FOR PROPOSALS GC SERVICES:

##### 1. INTRODUCTION:

To be eligible for consideration, Proposals must be made in accordance with the following instructions and must be received at the office of the Director of Facilities and Operations, 298 Culberson Avenue, LaFayette, Georgia 30728, not later than the date and time set forth in the “Advertisement for Sealed Proposals,” or any extension of time therefor made by an Addendum.

A **Mandatory** Pre-Proposal Conference will be held at the office of the Director of Facilities and Operations, 298 Culberson Avenue, LaFayette, Georgia 30728, at **11:00 a.m. EST** on **Wednesday, October 5, 2022**.

**The Owner reserves the right to reject any or all Proposals and to waive any technicalities and informalities.**

**2. OWNER:**

The Owner for whom the GC Services and the Work will be executed is:

Walker County Board of Education  
201 S Duke Street  
LaFayette, Georgia 30728

**3. ARCHITECT:**

The Architect selected by the Owner to prepare the Design for Construction documents is: Southern A & E at 7951 Troon Circle, Austell, Georgia 30168, phone 770-819-7777.

**4. PROPOSALS:**

A total of five (5) duplicate originals of the Proposal will be received at the office of the Director of Facilities and Operations, 298 Culberson Avenue, LaFayette, Georgia 30728, not later than the date and time set forth in the “Advertisement for Sealed Proposals,” or any extension of time therefor made by an Addendum.

The GC is fully responsible for timely delivery at the designated location. Proposals received after the set specified time will not be considered by the Owner. Oral, telephonic, telegraphic, electronic or facsimile proposals are invalid and will not receive consideration.

**5. DOCUMENTS:**

Proposal Documents may be obtained may be obtained from Southern A & E at 7951 Troon Circle, Austell, Georgia 30168 or by calling 770-819-7777 to request a password and link to Southern A & E’s online plan service to view the documents. Upon further request, construction documents may be downloaded for printing or hardcopies may be ordered through the online plan service. Only complete sets will be provided for downloading or as hardcopies. The Proposal Documents are the property of the Owner. Any participant submitting a Proposal must procure a set of the Proposal Documents from the Architect.

The GC shall use complete sets of Proposal Documents in preparing Proposals. The Owner will not be responsible for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

In making copies of the Proposal Documents available, the Owner does so only for the purpose of obtaining Proposals for the Project and does not confer a license or grant permission for any other use of the Proposal Documents.

The GC is responsible for the review of the Proposal Documents, including without limitation the Owner’s Standard Forms and Preliminary Design Information.

**6. ADDENDA:**

Addenda, if any, will be sent out to each GC that is known by the Architect to have requested and received a complete set of Proposal Documents at the email address furnished. No Addenda will be issued later than 72 hours prior to the time for Proposal opening, except for Addenda withdrawing the Request for Proposals or Addenda which include a postponement of the date through which Proposals may be submitted. The GC shall ascertain prior to submitting a Proposal that the GC has received all Addenda issued, if any, and the GC shall acknowledge their receipt in the Proposal. Failure of a GC to receive or acknowledge any Addendum shall not relieve the GC of any obligation under the Proposal. All Addenda shall become part of the Contract Documents.

**7. INTERPRETATIONS:**

The GC firm shall carefully study and compare the Proposal Documents with each other, and with other work being bid or offered concurrently or presently under construction to the extent that it relates to the GC services for which the Proposal is submitted, shall examine the site of the Project and the local conditions, and shall at once report to the Owner any errors, inconsistencies or ambiguities in the Proposal Documents. If a GC is in doubt as to the meaning of any part of the Proposal Documents, or otherwise has questions or requires clarification or interpretation of the Proposal Documents, he or she shall request an interpretation from the Architect. Requests for such interpretations shall be made in writing or by email addressed to the Architect not later than six (6) business days prior to the time for receiving Proposals, and failure of the successful GC to request such interpretation shall not relieve it as a GC of the obligation to execute the GC services in accordance with a later interpretation by the Architect and without additional charge to the Owner. Interpretations, corrections and changes of the Proposal Documents will be made by Addendum. No oral interpretations will be made to GC as to meaning of the Proposal Documents. Any purported interpretations, corrections and changes of the Proposal Document made in any manner other than Addendum will not be binding, and GC shall not rely upon them. Any communication, or attempted communication, by a GC or its agents concerning this Request for Proposals by any means or method other than that provided for in this Request for Proposals shall be inappropriate. In the event of such inappropriate communication, or attempted communication, the Owner shall have the right to reject such offending GC's Proposal.

**8. SUBSTITUTIONS**

Unless otherwise indicated in the Proposal Documents, the materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Owner and Architect at least ten (10) days prior to the date for receiving Proposals. Such requests shall include the name of the specified product, material or equipment, and the specification section or other reference to the Proposal Documents as appropriate. The request shall provide a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. The request for approval shall explain fully the

difference, if any, between the proposed product and the one or more named in the specifications, including difference in cost. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the GC submitting the substitution. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

If the Owner approves a proposed substitution prior to the date for receipt of Proposals, such approval will be set forth in an Addendum. The GC shall not rely upon approvals made in any other manner.

No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

## **9. WITHDRAWAL OF PROPOSALS:**

Except as may be otherwise expressly provided by law, a GC's Proposal cannot be withdrawn after it has been delivered to the office of the Director of Facilities and Operations, 298 Culberson Avenue, LaFayette, Georgia 30728, for a period of sixty (60) calendar days after the date fixed for receiving said Proposals, all Proposals are subject to acceptance by the Owner during said period, and each Offeror so agrees by submitting a Proposal.

## **10. IRREGULARITIES:**

The Owner, at its sole option, may reject Proposals that contain irregularities of any kind, or Proposals that do not comply fully with the Proposal Documents.

## **11. GENERAL CONTRACTOR CONTRACT AWARD:**

Subject to the Owner's right to reject any or all Proposals, it is the intent of the Owner to award a contract, at the sole option of the Owner, in due course and after a reasonable Proposal evaluation period, within the funds available, to the responsible and responsive GC whose Proposal is determined to be the most advantageous to the Owner, provided that the Proposal otherwise fulfills the requirements of the Proposal Documents. The Owner shall have the right to waive informalities or irregularities in a Proposal. GC Proposals will be evaluated on a combination of factors. These factors, and their relative importance, are:

- 1) Firm Overview (5%);
- 2) Approach (20%);
- 3) Experience (20%);
- 4) Financial Information (20%);
- 5) Acceptance of Owner's form of Agreement and form of Performance and Payment Bonds (15%); and,
- 6) Proposed GC Fixed Price (20%)

The successful GC shall assist and cooperate with the Owner in preparing the Agreement and related documents, and upon its presentation by the Owner, shall execute same in the number required by the Owner. If the Owner subsequently accepts the GC's proposed price, the successful GC shall deliver to the Owner the requisite Performance Bond and Payment Bond on the exact forms provided by the Owner. All required forms, bonds, policies or certificates of insurance and other documents must be submitted and approved by the Owner before the Notice to Proceed may be issued.

## **12. GC'S QUALIFICATIONS:**

The Owner, before Contract award, will require GC to document that they are "responsible" to the satisfaction of the Owner. The GC will be required to show that they have the necessary facilities, technical ability, licenses, and financial resources to execute the services and the work in a satisfactory manner, and within the time specified; that they have had experience in the services and work of a similar nature; and that they have past history and references which will verify their qualifications for executing the services and the work. The Owner shall have the right to make such additional inquiry as it deems necessary to determine the ability of the GC to perform the services and the work in a prompt and efficient matter in accordance with the Contract Documents. The failure of a GC to promptly supply information in connection with the Owner's inquiry shall be grounds for a determination that such GC is not responsive, not responsible, or both. In determining the qualifications and responsibility of the GC, the Owner may take into consideration any and all relevant facts and circumstances available to it including, but not limited to, the GC's experience, capacity, facilities, previous work standing, financial standing, skill, available supervisory personnel, available labor, quality and efficiency of construction plant and equipment proposed to be utilized on the Project. The Owner shall have the right to reject the Proposal of any GC failing to show to the satisfaction of the Owner that the GC could perform the services and the work in a prompt and efficient manner in accordance with the Contract Documents. GCs may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event the Owner deems it necessary or appropriate, all responsible GCs found by the Owner to have submitted Proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations and revisions.

## **13. OWNER'S GENERAL CONTRACTOR CONTRACT FORM:**

Included and made a part of this RFP is the Owner's Standard Form of Fixed Price Contract for General Contractor Services (the "Agreement" or the "Contract"). GCs are responsible for the review of this document in the preparation of their Proposals. The successful GC shall comply with all insurance requirements set forth in the Agreement and any other Contract Documents, and the GC's attention is directed to the insurance exhibit to the Agreement. These insurance requirements shall be considered in the preparation of the GC's Proposal.

**14. COMMENCEMENT, PROSECUTION, AND COMPLETION:**

The GC will be required to commence its services under the Owner's form of Agreement within five (5) days (or sooner if possible) after its receipt of a written Notice-to-Proceed from the Owner and to prosecute the effort with competence, faithfulness and energy.

**16. BID BOND:**

The GC's Proposal shall be accompanied by a Bid Bond in the exact form set forth herein. The Bid Bond shall be in an amount not less than 5% of the Owner's Stated Fixed Price. The Owner's Stated Cost Limitation for this Project is \$ [REDACTED].00. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a current, certified and valid power of attorney. The surety must be satisfactory to the Owner and must be licensed to do business in Georgia as approved by the State Insurance Commissioner's Office. No other form of bid security will be accepted. The Owner shall have the right to retain the Bid Bond of each GC until either (a) the Agreement has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) sixty (60) days after Proposal opening, or (c) all Proposals have been rejected. Except as otherwise expressly allowed by law, no Proposal may be withdrawn for a period of sixty (60) days following the closing time and date for receipt of Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each GC so agrees by submitting a Proposal.

**17. AFFIDAVIT:**

Before commencing the services under the Agreement, the successful GC shall submit an affidavit in the form of the Offeror's and Individuals' Affidavit Of Noncollusion included in the Proposal Documents. If the successful GC is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the Contract for the Project shall also sign the affidavit. If the successful GC is a corporation or other entity, all officers, agents, or other persons who may have acted for or represented the corporation or other entity in offering for or procuring the Contract for the Project shall also sign the affidavit.

**18. EXISTING CONDITIONS:**

The GC is responsible to visit, examine and inspect the site(s) of the proposed Project, obtain first-hand knowledge of existing conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can in any way affect the services or the work to be done under the Agreement, and become thoroughly familiar with all conditions under which the work is to be performed and correlate all the GC's observations and any other facts or conditions that are known to or reasonably knowable by the GC with the requirements of the proposal documents, including the proposed Contract Documents.



**19. SUBSURFACE INVESTIGATIONS:**

If soil and subsurface investigations were conducted at the site of the proposed Project, a copy of the report is available upon written request. The report shall not constitute a part of the Contract Documents. Such information is provided for the purpose of disclosure only, and shall not relieve the GC from its obligation to investigate the soil and subsurface conditions. The Owner does not guarantee the accuracy or completeness of the data and shall not be responsible therefore. The GC shall not rely on such subsurface information and shall make its own investigation of subsurface conditions. The Owner will not be responsible in any way for additional compensation because of the reliance on or assumptions based on the soil investigation data furnished by the Owner.

**20. FORM OF CONSENT TO RELEASE INFORMATION**

By submitting a Proposal, the GC (and in the case of a joint venture, each partner in the joint venture) authorizes the Owner, and the Owner's agents, attorneys and other representatives, to contact each and every reference, person or entity identified in the Proposal. The GC (and in the case of a joint venture, each partner in the joint venture) agrees that any information concerning the GC (and in the case of a joint venture, each partner in the joint venture) in possession of any identified reference, person or entity may be fully disclosed, and made available, to the Owner and its agents, attorneys and other representatives. The form of Consent To Release Information must be executed by the GC (and in the case of a joint venture, by each partner in the joint venture) and submitted to the Owner with the Proposal.

**21. COMMUNICATIONS, QUESTIONS OR REQUESTS FOR INFORMATION:**

All communications, questions or requests for information shall be made in writing or email addressed to the Architect not later than six (6) business days prior to the time for receiving Proposals. All responses to requests will be distributed to all GCs by written Addendum no later than 72 hours prior to the time for Proposal opening.

**Except as expressly provided in, or permitted by, the Proposal Documents, from the date of issuance of the RFP until final Board action of approval of contract award, the persons or entities submitting a Proposal shall not initiate any communication or discussion concerning the Project, the RFP or the Proposal or any part thereof with any employee, agent, or representative of the Owner. Any violation of this restriction may result in the rejection of the Proposal.**

*[Continues on Next Page]*

## II.

### INSTRUCTIONS FOR SUBMITTING PROPOSALS

#### A. SUBMISSION OF PROPOSALS:

Sealed Proposals shall be submitted in six (6) sections:

- 1) Firm Overview
- 2) Approach
- 3) Experience
- 4) Financial Information (*Include Financial Statements Only in a separate sealed envelope marked "Confidential – Financial Statements Enclosed"*)
- 5) Acceptance of Owner's form of Agreement and form of Performance and Payment Bonds
- 6) Proposed GC Fixed Price (*Include in a separate sealed envelope, utilizing Owner's form*)

Five (5) duplicate originals of the sealed Proposals shall be provided in a loose leaf, three-ring binders. All Proposals shall be clear and concise. The following information shall appear on the outside of the package:

Sealed Proposal for General Contractor Services  
Do Not Open  
Walker County Board of Education  
Attn: Chris Jones, Director of Facilities and Operations  
298 Culberson Avenue, LaFayette, Georgia 30728  
Project: **Rossville Elementary HVAC & Lighting Replacement**

The outside of the package also shall bear the GC's name and address. The package shall be sealed and opaque.

The Proposal shall be signed by the person or persons legally authorized to bind the GC to a contract. All signatures shall have the name and the title of the signatory typed below the signature.

#### B. PROPOSAL FORMAT:

##### 1. Firm Overview:

- a. Firm name, address of firm headquarters and branch office handling this Project as well as related telephone and fax numbers.

- b. Include how many years in business under the name stated above. Describe firm ownership, structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.), state or commonwealth of formation (i.e., where incorporated) and year of formation or organization. In the case of a joint venture, provide the same information for each partner in the joint venture.
- c. List the number of permanent employees by professional discipline and provide an organization chart of the firm. Also, for each employee you intend to assign to the Project include a paragraph which outlines their role and responsibility, past relevant experience with similar type projects, and their availability for this Project. Provide an organization chart of the Project team and resumes of your key employees who you intended to assign to this Project.
- d. If a joint venture, list each firm, rationale for joint venture, and previous similar experience as a joint venture.

**2. Approach:**

- a. Describe your firm's approach to Preconstruction and Construction Services and how you propose to expedite the construction process. Be specific in this response taking into consideration the Owner's Preliminary Design Information. Include your firm's detailed schedule for completion of the proposed Preconstruction and Construction phases of the Project.
- b. Describe your experience and technical expertise your firm will employ with regard to safety, schedule, cost, quality assurance and quality control.

**3. Experience:**

- a. Provide a project listing of current educational projects and educational projects completed over the past five years by your firm (and, in the case of a joint venture, by each partner in the joint venture and for each project, identify whether it was a project of the joint venture or of one of the partners in the joint venture). Include in the listing, for each project, the following information;
  - Project Name
  - Project Type
  - Construction Contract Award Amount and Final Cost
  - Construction Planned Schedule and Actual Schedule Duration
  - Role and Responsibility (Scope) Your Firm had on Project
  - Owner's Name and Telephone Number
  - Architect's Name and Telephone Number
  - Prime Contractor's Name and Telephone Number (if your firm was not the Prime Contractor)

- b. Identify in the listing above, projects which were completed with unusual schedule or budget constraints, with a brief explanation of the constraints.
- c. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration, and, if an arbitration, the name and telephone number of at least one arbiter. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts, and any penalties imposed by reason of any contract undertaken and determined to be in noncompliance with pertinent statutes within the past five (5) years, and all such items shall be explained in detail, including without limitation, identification of the project by name and the name, address and telephone number of the owner of each such project.
- d. Include a statement as to whether or not the GC (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of Proposal submission for a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.

**4. Financial Information:**

- a. Provide GC's (and, in the case of a joint venture, for each partner in the joint venture):
  - Current value of work under contract,
  - Current bonding capacity,
  - Current value of bonded work.
- b. Provide a compliance letter from a bonding company indicating the bonding company's A.M. Best financial rating and whether the bonding company will provide separate Payment and Performance Bonds, each in the amount of 100% of the contract price, on the exact forms provided by the Owner, for your services as GC.
- c. Provide the most recent financial statement of the GC (and, in the case of a joint venture, for each partner in the joint venture) which financial statement(s) shall be prepared and signed by an independent Certified Public Accountant duly registered with the Georgia State Board of Accountancy, and not interested, directly or indirectly, in the business of the GC. The financial statement(s) shall be included in a separate sealed envelope labeled "*Confidential – Financial Statements Enclosed.*" The financial statement(s) shall cover a period of at least one year ending not more than sixteen (16) months prior to the date of the opening of sealed Proposals. No financial statement(s) shall include any entity other than the GC (*e.g.*, without limitation, parent, subsidiary or sister corporations).

- d. Provide two bank references including bank names, addresses, bank contacts and telephone numbers.

**5. Acceptance of Owner's Form of Agreement and Bonds:**

- a. Indicate your willingness to execute the Owner's form of Agreement and to execute the Owner's form of Performance and Payment Bonds included in this RFP. Any proposed revisions to the terms or language of these documents must be submitted in writing with the GC's response to the RFP. If submitted or proposed thereafter, such proposed revisions to the terms or language of these documents shall not be considered by the Owner and the GC's Proposal may be rejected. A Proposal may be rejected if proposed revisions to any of these documents are unacceptable to the Owner.

**6. Proposed Fix Price:** *(Include in a separate sealed envelope. Use Owner's form included in this Request For Proposal.)*

- a. Indicate your proposed fixed price is the lump sum amount that you propose to insert in Article 6.1 of the Agreement.
- b. Acknowledge receipt of addendum, if any.

All blanks shall be filled in, and shall be filled in by typewriter or manually and legibly, in ink. Where so indicated on the GC Proposal Form, amounts and sums shall be expressed in both words and numerals, and in case of discrepancy between the two, the amount or sum written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the Proposal.

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### **III.**

#### **QUALIFICATIONS FOR SELECTION AND THE SELECTION PROCESS**

##### **A. QUALIFICATIONS FOR SELECTION OF GC**

The evaluation of the Proposals will be based upon consideration of the six evaluation factors, and their relative importance, set forth in Part II, above, which will result in an award that is most advantageous to the Walker County Board of Education.

##### **B. SELECTION PROCESS**

An evaluation committee will perform Proposal evaluations and, following completion of the evaluations and subject to the Owner's right to reject any or all Proposals, the responsible and responsive Offeror whose Proposal is determined to be the most advantageous to the Owner will be selected for award recommendation.

Offerors may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event the Owner deems it necessary or appropriate, all responsible Offerors found by the Owner to have submitted Proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations and revisions.

The Owner reserves the right to reject any or all Proposals, before or after opening, for any reason whatsoever including, but not limited to, any failure of any Proposal to be accompanied by a Bid Bond or by other data required by the Proposal Documents, any incompleteness or irregularity of any Proposal received, any evidence of collusion with the intent to defraud or other illegal practices on the part of the Offeror, failure to comply with the requirements of the Proposal Documents, or if the proposed pricing exceeds the funds available. The Owner also reserves the right to waive any technicalities or informalities.