



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

November 30, 2020

**Subject: RFP #1886-P: McCurry Park North Soccer Restroom**

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a design-build proposal for a new restroom facility for McCurry Park North Soccer area. You are invited to submit a proposal in accordance with the information contained herein.

A mandatory pre-proposal conference will be held on Thursday, December 17, 2020 at 3pm at 235 McDonough Road, Fayetteville, GA 30214 to provide an opportunity for you to become more familiar with the project, and to ask questions. Companies that attend will be invited to submit proposals.

Questions concerning this request for proposals should be addressed to Ted Crumbley in writing via email to [tcrumbley@fayettecountyga.gov](mailto:tcrumbley@fayettecountyga.gov) or fax to (770) 719-5509.

Questions will be accepted until Wednesday, December 30, 2020 at 3pm.

Purchasing Department office hours are Monday through Friday 8:00am to 5:00pm. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214

Request for Proposals #1886-P

Request for Proposals Name: McCurry Park North Soccer Restroom

Your envelope *must* be sealed, and should show your company's name and address.

Proposals will be received at the above address until 12:00pm, Wednesday, January 13, 2020 in the Purchasing Department, Suite 204. For Proposals that you may drop off in person, there will be a large metal parcel drop box located outside the front door of the Purchasing Department, Suite 204, in the county complex at 140 Stonewall Avenue West, Fayetteville, Georgia. You must place your proposal in the drop box no later than 12:00pm on Wednesday, January 13, 2020. Proposals must be signed to be considered. Late proposals

cannot be considered. Faxed proposals or emailed proposals cannot be considered. A virtual proposal opening will be held at 3:00pm on that day.

**Link to Livestream proposal opening:**

<https://livestream.com/accounts/4819394?query=fayette%20county&cat=account>

The proposal opening will also be broadcast on Comcast Channel 23 if you are in Fayette County.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

A handwritten signature in blue ink that reads "Natasha Duggan for Ted L. Burgess". The signature is written in a cursive, flowing style.

Ted L. Burgess  
Director of Purchasing

Attachment

## Request for Proposals #1886-P: McCurry Park North Soccer Restroom

### GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The offeror's company name,
  - b. The Request For Proposals (RFP) number, which is **#1886-P** and
  - c. The RFP Name, which is **McCurry Park North Soccer Restroom**

Mail or deliver one (1) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, and a copy on a flash drive to:

Fayette County Government  
Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, GA 30214

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least sixty days from the date of the opening unless this time-frame is specifically excepted to in your offer.
6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

The county reserves the right to waive any defect or irregularity in any proposal received.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific

included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).

8. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
9. **References:** Offerors shall submit with proposals a list of five (5) projects, preferably of the same or similar nature to the work described herein, on the form provided.
10. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

11. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
12. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
13. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.



14. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
15. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
16. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
17. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
18. **Indemnification:** The contractor shall indemnify and save the county and all its officer, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed by or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
19. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the county.
20. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
  - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - **Worker's Compensation:** Workers Compensation as required by Georgia statute.
  - **Professional Liability (Errors and Omissions) Insurance:** \$2,000,000 limit per claim and aggregate.
  - **Builder's "All Risk" Insurance:** Contractor shall procure and maintain "all-risk" builder's insurance, providing coverage for the work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be at least 100% of the value of the contract, including any additional costs which are normally insured under such policy.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia  
140 Stonewall Avenue West  
Fayetteville, GA 30214

21. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
22. **Performance and Payment Bonds:** Prior to execution of a contract, the successful responder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
23. **Building Permits:** Work performed for the county requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
24. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
25. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
26. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
27. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

## **Request for Proposals #1886-P: McCurry Park North Soccer Restroom**

### **Design-Build Services**

#### **OBJECTIVE**

Fayette County, Georgia (the Owner) seeks a qualified design-build company (the Contractor) to design and construct an ADA-compliant restroom building at the McCurry Park North Soccer area. The county intends to enter into a single contract with a design-build team that includes a contractor, architect/design engineers, and any other needed functions to complete the project.

#### **INTRODUCTION / BACKGROUND**

Fayette County is situated approximately 25 miles south of Atlanta, Georgia. McCurry Park is located east of the City of Fayetteville on McDonough Road. The 130-acre park contains 12 soccer fields, 7 softball fields, 2 football fields, 2 multi-purpose fields, 4 playgrounds, 3 miles of walking / jogging trails, running track, disc golf course, picnic tables, and a large group shelter.

A restroom facility was recently constructed for the softball area. The Department of Parks and Recreation now seeks to have a restroom facility built at the North Soccer location.

The project is fully funded, with local funds. A project budget not to exceed \$222,238.00 has been established. The budget includes design, construction, fixtures and furnishings, and all other items necessary to complete the project. Georgia law at Official Code of Georgia Annotated (O.C.G.A.) § 36-91-20(c) authorizes the use of design-build contracts for public works construction projects.

#### **SCOPE OF SERVICES**

The chosen Contractor will provide all design, construction and other services – either in-house or with partners – to complete the project. It is envisioned that the new restroom facility will be a concrete masonry unit (CMU) and wood-framed structure, and it will be similar in design and materials to the softball area restroom. It will complement the architectural finishes of the restroom facilities located throughout the McCurry Park complex. A copy of the existing softball area restroom plan is included in this RFP for reference, although it should be noted that several changes were made. An aerial photo showing the restroom's proposed location is also included.

The planned size of the North Soccer restroom is approximately 22 feet X 28 feet. The selected Contractor will be tasked with determining the specific number of toilets, urinals, and lavatories needed, based on the Occupancy Classification and Occupant Load requirements of the latest adopted building codes of the State of Georgia.

The selected Contractor shall provide all items and services necessary to complete the project, including but not limited to full design and documentations, construction, fixtures and facilities and any other items to complete the facility, and provide as-builts upon completion.

## **RESPONSE REQUIREMENTS**

- 1. Cover Page:** Include the Request for Proposal number (*#1886-P*) and title (*McCurry Park North Soccer Restroom*). Also include your Firm's name, address, telephone number, fax number, and e-mail address.
- 2. Table of Contents**
- 3. Required Documents:**
  - Company Information Page
  - Contractors Affidavit under O.C.G.A. § 13-10-91(b)(1)
  - Bid Bond
  - List of Similar Projects
  - Signed addenda if any are issued
- 4.a Understanding and Approach:** State your understanding of the objectives of this project. Describe the approach you propose to take in addressing the needs addressed by the Statement of Need / Scope of Services. Explain how architectural services will be performed – e.g. by a partner firm or in-house. Identify potential challenges you may face, and how you would resolve them. Describe any specialization or unique capabilities of your firm that may be beneficial in delivery of this project.
- 4.b Project Team:** Identify the key team members who would be assigned to this project, including key design services, prime contractor, sub-contractor, & other key team members. Include a resume for the key team members. Describe each key team member's experience with comparable projects, the role that each member played, and the expected role of each for this project. Identify the main contact person for the project team.



**4.c Firm's Expertise and Experience:** Provide a brief overview of your company, including its size and number of employees, corporate structure, legal status, number of years in business, background and history. Include the firm's experience in providing services such as those described in this RFP. State the location of the office that will provide services.

Demonstrate the Firm's experience and qualifications by listing five relevant construction projects, on the enclosed "List of Similar Projects" form, that were similar to the work addressed by this RFP. Projects within the last five years are preferred, but projects over five years ago may be considered if relevant. The county reserves the right to contact any of the listed project owners to use as references.

**4.d Proposed Schedule:** Timely completion of the project is important to the operations of the Department of Parks and Recreation. Provide a time schedule that includes milestones and days to complete each.

**4.e Price:** Include all fees and other prices including – but not limited to – full design and documentations, construction, as-builts, allowances or project contingencies, and any other costs to be incurred in completion of the work under this contract.

Show your proposed payment schedule, including progress payments for achieving milestones or other payment mechanism.

All fees or other prices shall be clearly identified as firm-fixed prices or not-to-exceed prices. For any not-to-exceed prices, include the basis for calculating charges. Include allowances for reimbursable or other charges that cannot be determined in advance.

If your proposal excludes any costs that may be reasonably expected for this project, clearly specify such costs.

## EVALUATION CRITERIA

Award will be made to the responsive, responsible firm whose proposal is most advantageous to the county, with price and other factors considered. An Evaluation Committee will review and evaluate proposals, including technical merit and proposed prices.

**Technical Merit:** Evaluation scores will be based 70% on technical merit of the proposal as follows (please see items 4.a through 4-d in the Proposal Response Requirements section above):

	<u>Maximum Points</u>
a. Understanding and approach	25
b. Project team	20
c. Firm's expertise and experience	15
d. Proposed schedule	<u>10</u>
Total Earnable – Technical Merit	70

**Price:** The remaining 30% of your score will be determined by your proposed price, as compared to other responding entities. Proposed prices will be assigned points earned through use of a “variance” weighted method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Proposals’ price scores will be calculated based on the variance of their prices from the lowest offered price.

**Presentations:** The County may, at its discretion, choose one or more of the best-scoring firms to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly, by up to a maximum of 30 points.

## COMPANY INFORMATION

**RFP #1886-P: McCurry Park North Soccer Restroom**

### COMPANY

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

### AUTHORIZED REPRESENTATIVE

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

### PROJECT CONTACT PERSON

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**1886-P: McCurry Park N. Soccer Restroom**  
Name of Project

**Fayette County, Georgia**  
Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**RFP 1886-P: McCurry Park North Soccer Restroom**

## EXCEPTIONS TO SPECIFICATIONS

Please list below any exceptions or clarifications to the specifications of this RFP. Explain any exceptions in full.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME: \_\_\_\_\_



**List of Similar Projects  
(References)**

**RFP #1886-P: McCurry Park North Soccer Restroom**

Please list five (5) current or recent projects Design-Build projects. Projects of similar size and scope are preferable.

**1. Owner Name** \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**2. Owner Name** \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**3. Owner Name** \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**4. Owner Name** \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**5. Owner Name** \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

# McCurry Park North Soccer



01/26/2020

## Existing Softball Area Restroom

