



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

May 6, 2022

Subject: Request for Qualifications #2062-Q: Construction Manager at Risk – Public Health Building

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a Statement of Qualifications (SOQ) for Construction Manager at Risk for a new Public Health Office and Medical Building, in accordance with the information contained herein.

A pre-qualification conference will be held on 10:00 a.m., Wednesday, June 1, 2022, at 3 Center Drive, Fayetteville, GA 30214, which is the site of the new Public Health Building. You are invited and encouraged to attend, as this will be an opportunity for you to become more familiar with the project, and to ask questions.

Questions concerning this Request for Qualifications should be addressed to Natasha M. Duggan in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 3:00 p.m., Wednesday, June 8, 2022.**

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. 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

RFQ Number: **2062-Q**

RFQ Name: **Construction Manager at Risk – Public Health Building**

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

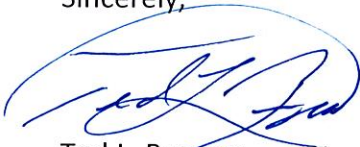
Responses will be received at the above address until 1:00 p.m., Wednesday, June 15, 2022, in the Purchasing Department, Suite 204. Responses will be opened at that time.

Responses must be signed to be considered. Late responses cannot be considered. Faxed responses or emailed responses cannot be considered.

If you download this Request for Qualifications 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.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a faint, circular blue line.

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS

RFQ #2062-Q: Construction Manager at Risk - Public Health Facility

1. **Definitions:** As used in these Terms and Conditions, the following meanings shall apply:
 - a. The term "Contractor" shall be used synonymously with the term "successful offeror."
 - b. The term "County" shall mean Fayette County, Georgia.
 - c. RFQ means Request for Qualifications.
 - d. RFP means Request for Proposals.
 - e. SOQ means Statement of Qualifications.
2. **Responses to the RFQ:** 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 Qualifications, and subsequent Request for Proposals for short-listed firms. Failure to observe any of the instructions or conditions may result in rejection of the offer.

All of the specifications and information contained in this RFQ, unless specifically excepted in writing by the offeror and accepted by the County, 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. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening until the date of contract award, unless this timeframe is specifically excepted to in your offer
4. **Offeror's Questions:** As appropriate, the County will post answers to questions and/or other information concerning the RFQ in the form of an addendum on the County's website at www.fayettecountyga.gov. It is the responsibility of the prospective offeror to check the website for any addenda issued for this RFQ and the resulting RFP to short-listed firms.
5. **Submission of Statements of Qualifications:** Submit your SOQ, along with any addenda 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 RFQ number, which is **#2062-Q** and
 - c. The RFQ name, which is **New Public Health Facility – Construction Manager at Risk**.

Mail or deliver one (1) original, unbound document, signed in ink by a company official authorized to make a legal and binding offer, 4 paper copies, and a complete copy on a flash drive, to:

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

RFQ #2062-Q, New Public Health Facility – Construction Manager at Risk

You may submit your SOQ in person, by U.S. mail, or by a commercial carrier. Do not submit by facsimile, e-mail, or other electronic means. Once submitted, all documents become the property of Fayette County.

No price schedules or price information are to be submitted with your SOQ.

6. **Submission of Proposals:** The County will evaluate SOQ's and develop a short list of the best-scoring firms. Short-listed firms will be invited to submit proposals. Invitations will include additional instructions as needed for proposal submission.
7. **Preparation Cost:** Responding firms shall bear all costs associated with preparing SOQ's or proposals.
8. **Timely Receipt:** SOQ's or proposals not received by the time and date of the scheduled deadlines will not be considered unless the delay is a result of action or inaction of the County.
9. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a SOQ or proposal, before the opening date and time by sending written notification to the Director of Purchasing. SOQ's or proposals may be withdrawn after the opening date and time only with written authorization from the Director of Purchasing.
10. **Defects or Irregularities in offers:** The County reserves the right to waive any defect or irregularity in any bid received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
11. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the proposal and accepted by the County.
12. **Site Conditions:** Offerors are urged to visit the project 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.
13. **Brand Name:** If items in this RFQ have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Unless otherwise stated, alternative products may be considered for award if clearly identified in the short-listed firm's proposal. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.

14. **Substitutions:** Short-listed firms offering substitutions or deviations from county specifications shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the proposal. The absence of such list shall indicate that the proposer has taken no exception to the specifications. The evaluation of proposals and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
15. **Samples:** When the County requires samples, offerors must provide requested samples within the time allotted, and at no cost to the County unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The County will return samples only at the proposer's request, and at the proposer's expense, if they are not destroyed by testing.
16. **Price Evaluation and Scoring:** If the County's instructions for proposal submittal include a base price and alternates, the low price will be determined based on the sum of the base price and any alternates selected by the County.
17. **Trade Secrets – Confidentiality:** If any person or entity submits an SOQ or proposal that contains trade secrets, an affidavit shall be included with the SOQ 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 O.C.G.A. § 50-18-72 (A)(34).
18. **Trade Secrets – Internal Use:** In submitting an SOQ or proposal, the offeror agrees that the County may reveal any trade secret materials contained in the offeror's submission to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The offeror agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the offeror has designated as a trade secret.
19. **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.

20. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written 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 the Notice to Proceed.
21. **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.
22. **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:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.
 - d. **Builder's "All Risk" Insurance:** In the event the contractor is performing construction services under the contract, 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 with the successful offeror is executed, 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. The certificate shall list an additional insured as follows:

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

23. **Bid Bond:** A bid bond will not be required with submittal of a SOQ. However, short-listed firms shall include a bid bond with your proposal, equal to five percent (5%) of the total amount proposed for the project, including construction. Bid bonds shall be provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
24. **Performance and Payment Bonds:** Prior to execution of a contract, the successful offeror shall submit performance and payment bonds, each equal to 100 percent of the contract amount, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
25. **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.
26. **Assignment of Contract:** Assignment of any contract resulting from this RFQ will not be authorized, except with express written authorization from the County.
27. **Full Opportunity to Submit SOQ's or Proposals:** Fayette County, Georgia in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all offerors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit SOQ's or proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.
28. **Small, Minority, & Women's Business Enterprise Opportunities:** The Contractor shall take the affirmative steps listed below:
- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - f. The Contractor shall take affirmative steps listed in "a" through "e" above if subcontracts are to be let.

29. **Indemnification:** The Contractor shall indemnify and save the County and all its officers, 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 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.
30. **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.
31. **Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
32. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a Contractor is unable to deliver the products under the contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contract. In the event any Contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
33. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

34. **Breach of Contract:** In the event that the Contractor or a subcontractor should violate or breach contract terms, upon discovery of such violation or breach the County will notify the Contractor in writing. The Contractor or subcontractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. If the Contractor fails to cure the violation or breach within the ten-day time, the County shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The County shall be entitled to any and all damages permissible by law.
35. **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. As appropriate, the County will compensate the Contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. Termination shall be without prejudice to any of the County's rights or remedies by law.
36. **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.
37. **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.
38. **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.
39. **Access to Records:** The Contractor will allow access by the federal grantor agency, the County, the Federal Emergency Management Agency, the United States Comptroller General, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
40. **Records Retention:** The Contractor shall retain all records pertaining to the contract for three years after the County makes final payments to the Contractor, and all other pending matters are closed.
41. **Domestic Preferences for Procurements:** As appropriate, and to the extent consistent with law, the contractor is to consider preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as provided in the Code of Federal Regulations at 2 CFR 200.322.

42. **Procurement of Recovered Materials:** To the extent that the contractor may provide any of the products included in the U.S. Environmental Protection Agency's list of designated products, the contractor shall comply with requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which governs the use of recovered or recycled materials.
43. **Compliance with Federal Environmental Requirements:** The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).
44. **Davis -Bacon Act and Copeland "Anti-Kickback" Acts:** The contractor shall comply with requirements of the Davis-Bacon Act as amended (40 U.S.C. 3141-3144 and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
45. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** To the extent that work under this contract involves the employment of mechanics or laborers who perform construction work, and where applicable, the contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Requirements include, but are not limited to, computation of wages of every mechanic and laborer on the basis of a standard work week of 40 hours, work in excess of the standard week compensated at a rate not less than one and a half times the basic rate of pay, and no laborer or mechanic required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
46. **Debarment and Suspension (Executive Orders 12549 and 12689):** No contract will be awarded to a party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235).
47. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Firms that submit proposals in response to this Request for Proposals must certify, by completing and signing the enclosed *Anti-Lobbying Certification* form, that they will not, and have not, used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

48. Equal Employment Opportunity: To the extent that work under the contract involves federally assisted construction which is not exempt from the requirements of the equal opportunity clause, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SCOPE OF SERVICES

RFQ #2062-Q: Construction Manager at Risk - Public Health Facility

Project: New Public Health Building

Fayette County (the County) requests Statements of Qualifications (SOQ) from qualified contractors experienced in performing Construction Management at Risk (CMAR) projects for the construction of a new facility that will house public health and community mental health services. The new facility will be located in the Fayette County Justice Center complex, at 3 Center Drive, Fayetteville, Georgia 30214.

A portion of the funding for this project will come from a grant through the American Rescue Plan Act of 2021. For this reason, the CMAR shall be familiar with Federal requirements associated with the use of grant funds.

Project Description

The Department of Public Health (DPH) provides a variety of important health and support services to the local community. The DPH is made up of various functions including Environmental Health; Public Health; Women, Infants & Children services; and Emergency Preparedness. These functions are currently housed in various locations across Fayette County. This project will bring all the functions together in one building along with the mental health services provided by McIntosh Trail Community Service.

The County is considering the services of a CMAR company to manage the construction, provide technical review during the pre-construction period, and provide cost evaluation assistance to the project management and architectural team.

While the County's preliminary construction schedule is 12 to 14 months, the CMAR shall develop an overall final project schedule, which shall be a contractual obligation. The CMAR shall be responsible for developing the detailed schedule and coordinating activities to accomplish the scheduled completion of the project.

The CMAR shall 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 CMAR shall work closely with the Project Manager, Morgan Mill Consulting and the Architect, Jefferson Browne Gresham, to develop final documents and separate bid packages if required.

Construction Management services shall include all elements of work related to the construction of the core and shell of the building. The project has a complete set of core and shell construction documents, and these will be available for review by proposing companies. The floor plan layout of the various departments and the interior fit out of the space is part of an on-going design process.

The successful CMAR shall be involved in the development of the design of the interior fit out and tenant improvement work and subsequently the construction process.

The building will be a two level 35,907 square foot office and medical space. Construction work will include, but is not limited to, clearing and site development work, external works, concrete flatwork and foundations, structural steel, pre-cast stone veneers, exterior and interior brickwork and masonry, roofing, doors, windows, hardware, finishes, specialties, plumbing, HVAC, fire protection and electrical systems.

The CMAR shall be responsible for pricing, value engineering, and maintainability and constructability issues.

Construction will commence with the issuance of the first bid package while the remaining bid packages are being finalized. The CMAR shall competitively select construction subcontracts and other work appropriate for competitive selection using cost and other factors. The successful CMAR can perform work with his own forces but shall not be eligible to enter into contract or subcontract for any of the construction or other services of any nature on the project without the specific approval of the County. If any bid packages receive less than three qualified bids, the County reserves the right to require rebidding these packages.

The Construction Manager at Risk (CMAR) shall be under contract to supply both pre-construction services and construction services (under the AIA A133 agreement) to complete the project and place the Owner in occupancy of the project in a "turnkey" fashion. The Owner has contracted with the Architect separately from the CMAR. Once a Guaranteed Maximum Price (GMP) is agreed between the Owner and the CMAR, the CMAR is "at risk" for project price, project schedule, and completion of all construction as set forth in the Contract Documents. The CMAR holds all trade contracts and trade supplier contracts.

SOQ & Proposal Process:

Interested firms are invited to submit an SOQ, following the Phase I instructions appearing below. An Evaluation Committee will review the SOQ's and develop a short list of the firms most qualified for the project described in this RFQ.

Short-listed firms will be invited to submit a proposal, including their Construction Management Fee %, General Conditions and General Requirements, and their Pre-construction Costs. A Bid bond equal to five percent (5%) of the total value of the CM's proposed prices will be required with the submitted proposals.

Proposals will be evaluated and scored as described in the Phase II instructions below. The Evaluation Committee may invite firms with the top-scoring proposals to make presentations, at the Evaluation Committee's discretion. If this is done, the County will provide invited firms with information about what to include in their presentations.

The County anticipates awarding a single contract for the services required.

SOQ's longer than 30 pages may be removed from consideration.

Firms shall not communicate with County staff or elected officials regarding this procurement prior to award of a contract. All communications shall be directed to Natasha Duggan, Contract Administrator, at (770) 305-5150 or nduggan@fayettecountyga.gov. Any unauthorized contact may disqualify the firm from further consideration.

PHASE I – STATEMENT OF QUALIFICATIONS

SOQ RESPONSE REQUIREMENTS

1. **Cover Page:** Include the Request for Qualifications number (#2062-Q) and title (*Public Health Facility – Construction Manager at Risk*). Also include your firm's full legal name and address.
2. **Table of Contents**
3. **Required Documents (forms provided in RFQ, except for Item #e):**
 - a. Company Information
 - b. Contractors Affidavit under O.C.G.A. 13-10-91(b)(1)
 - c. Certificate of Absence of Conflict of Interest
 - d. Anti-Lobbying Certification
 - e. Signed Addenda if any are issued
4. **Firm's History and Capabilities:** 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 a brief summary of the firm's experience and capabilities in providing CMAR services for projects that were partially or totally funded with Federal funds. Give your safety record ratings for the past five years – Total Recordable Incident Rate (TRIR) – and an executive summary of quality control programs.
5. **Key Personnel Qualifications:** Supply an organizational chart which identifies key project personnel and furnish a resume for each. This should include sufficient qualified professional staff and principals, employed at least three years by the firm, who are available for assignment of the project.
6. **Past Experience with Similar Projects:** Demonstrate your firm's successes in on-time and in-budget CMAR project delivery by providing references for three projects. A minimum of one of these project shall involve Federal Funds. The projects shall have been completed within the last ten years, have a value of \$10 million or more, and be similar to the project under this RFQ. Information provided must include owner and architect affiliation, name, position, and confirmed email addresses and phone numbers. Specify which project(s) involved Federal funds.

In order to demonstrate the ability to determine GMP without the need for completed design documents, for each of the three projects include the initial construction cost estimate and the final construction cost value exclusive of owner changes.

List any pending or settled lawsuits or professional liability claims in which any member of the construction team was involved during the past ten years.

7. **Resources & Workload Capacity:** Provide information regarding the overall resources dedicated to delivering the CMAR project. Furnish your most recent year's audited financial statements.

SOQ EVALUATION CRITERIA

An Evaluation Team will evaluate and score SOQ's, based on the four criteria listed below. Additional information is included in Sections 4 through 7 of RFQ Response Requirements above.

	<u>Maximum points</u>
Firm's History and Capabilities	25
Key Personnel Qualifications	35
Past Experience with Similar Projects	30
Resources & Workload Capacity	<u>10</u>
Maximum Total Points – Qualifications	100

A short list of responding firms will be developed, consisting of at least the three highest scoring SOQ's. The County will notify the short-listed firms and invite them to submit proposals.

Please note that SOQ scores will not be added to Proposal scores to determine the successful Contractor.

PHASE II – PROPOSALS

The County will send short-listed firms notification, along with final instructions for submission of a proposal. The Evaluation Committee will evaluate and score proposals, including technical merit and Construction Management Fee %, General Conditions and General Requirements, and their Pre-construction Costs. Award will be made to the firm whose proposal is most advantageous to the County.

The Evaluation Committee will use the following criteria to evaluate and score proposals.

PROPOSAL RESPONSE REQUIREMENTS

1. **Cover Page:** Include the statement, *Proposal for RFQ #2062-Q, Public Health Facility – Construction Manager at Risk*. Also include your firm's full legal name and address.
2. **Understanding & Approach:** State your understanding of the objectives of this project. Describe the approach you propose to take in addressing the needs as outlined in the Scope of Services. Describe any specialization or unique capabilities of your firm that may be beneficial in delivery

of this project. Identify any unique challenges of the project, and how your firm intends to mitigate these challenges, including quality control / quality assurance procedures.

3. **Understanding of Federal Grant Requirements:** Describe your past experience with CMAR projects that were fully or partially funded with Federal Grant funds. Explain how you assure that you, contractors, and sub-contractors meet the requirements of the Uniform Administrative Requirements for procurement at 2 CFR 200.317 through 327, as well as all other requirements for Federally funded procurement and public works construction.
4. **Project Schedule & Resource Availability:** Timely completion of the project is important to the operation of the Health Department. Provide a project schedule including relevant milestones and timing for each phase or specific activity.
5. **Pricing of Pre-Construction Costs, General Conditions and General Requirements:** Short-listed firms shall complete and execute a Proposal Form including Fee Proposal, Pre -Construction Fees Breakdown and the Anticipated Part 1 General Conditions and Part 2 General Requirements Breakdown which will be provided to the firms invited to submit proposals. No lines are to be left blank on any of these forms. If there is no associated cost, then put \$0.00 for those items. Submit Fee Proposal Form in a separate sealed envelope as directed by the Request for Proposal.

PROPOSAL EVALUATION CRITERIA

Technical Merit: The Evaluation Committee will score proposals' Technical Merit based on the three factors and maximum score values listed below. The information in Sections 2 through 4 above will guide the scoring.

<u>Factor</u>	<u>Maximum Points</u>
Understanding & Approach	25
Understanding of Federal Grant Requirements	20
Project Schedule & Resource Availability	<u>15</u>
Maximum Total Points – Technical Merit	60

Price: An additional 20% of your proposal score will be determined by your proposed Construction Management Fee %, General Conditions and General Requirements, and their Pre-construction Costs, as compared to other responding entities. Proposed prices will be assigned points via 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 short-listed firms to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and which can add up to a maximum of 20 points each.

Total maximum points available for proposals from short-listed firms are as follows:

	Maximum Points	Percent of Available Points
Technical Merit	60	60%
Pricing	20	20%
Presentations	<u>20</u>	<u>20%</u>
Total	100	100%

Anticipated Schedule of Events:

PHASE I: STATEMENTS OF QUALIFICATIONS	DATE	TIME
County advertises RFQ #2062-Q	May 11, 2022	5:00 PM
Pre-Qualification Conference	June 1, 2022	10:00 AM
Deadline for written questions	June 8, 2022	3:00 PM
Final Addenda issued	June 10, 2022	5:00 PM
Deadline to submit SOQ	June 15, 2022	1:00 PM
PHASE II: PROPOSALS		
County notifies short-listed firms	June 28, 2022	3:00 PM
Deadline for written questions	July 8, 2022	3:00 PM
Deadline to submit proposals	July 19, 2022	3:00 PM
Interviews (if required)	July 29, 2022	TBD

COMPANY INFORMATION
RFQ #2062-Q: Construction Manager at Risk - Public Health Facility

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cell Number: _____

E-mail Address: _____

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

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

#2062-Q: Construction Manager at Risk
- Public Health Building

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 _____, _____, 2022 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 _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work
RFQ #2062-Q: Construction Manager at Risk – Public Health Building

*Required for each contract or arrangement to prepare or develop specifications or requirements
(O.C.G.A. § 36-80-28)*

The undersigned Consultant, who is entering into a contract or arrangement with Fayette County, Georgia (the County) to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said County certifies that:

1. Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of the County, as may be related to the project.
2. Consultant discloses below any material transaction or relationship currently known to Consultant that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Consultant, or the Consultant's employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. Consultant shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
4. Consultant acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

Signature of Contractor's Authorized Official

Printed Name & Title of Authorized Official

Date

ANTI-LOBBYING CERTIFICATION
RFQ #2062-Q: Construction Manager at Rick – Public Health Building

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date