

Request for Proposal Professional Construction Services Roof Replacement–Gymnasium & Senior Center Located at 121 Perry Street



City of Manchester P.O. Box 366 116 2nd Street Manchester, GA Tel. # (706) 846-3141

<u>Introduction</u>

The City of Manchester (hereinafter referred to as the "City") is soliciting competitive proposals from qualified contractors for Professional Contractor Services for replacement of the roof at the Gymnasium and Senior Center ("the project") located at 121 Perry Street in the City. The project consists of the replacement of the existing roof which measures approximately 25,000 square feet (s.f.). Two options are to be considered and priced accordingly. The two options are (1) silicon roofing and (2) TPO roofing. In addition, any HVAC drains are to be properly routed to the roof drains or plumbed off the roof. Damaged membranes and insulation are to be replaced as necessary to match existing. The new roof is to have a 20-year life expectancy and appropriate manufacturer's warranty consistent with industry standards. The building is to remain operational during the replacement.

The existing Gymnasium and Senior Center building was constructed in 1963. It is the City's understanding that the roof was replaced around the year 2000 and since that time has had occasional patching. The project is now in need of new roofing.

After the contract is awarded, the General Contractor will coordinate the construction with a Project Development Team ("Team"), that will include the City Building Official, City Manager and other staff, as appropriate.

The General Contractor shall execute his/her work in a timely manner and in accordance with a schedule approved by the City. Failure to respond by completing scheduled work in a timely manner may result in termination of the agreement

Locally owned businesses, minority-owned firms and female-owned firms are encouraged to respond to this RFP.

Potential Contractors are urged to carefully read and review the information contained within this Request for Proposal ("RFP") and respond accordingly.

Submission Instructions

A. The Proposals responsive to this RFP are to be submitted no later than April 15, 2022, at 4:00 p.m. to the address listed below. Proposals may be hand delivered

or mailed by sending them to Ms. Angel Fowler, City Clerk at the address shown below. All proposals must be received no later than 4:00 p.m. local time on April 15, 2022. Proposals received after 4:00 p.m. on April 15, 2022, will not be accepted.

В.

Attention: Ms. Angel Fowler, City Clerk
City of Manchester
P.O. Box 366
116 2nd Street
Manchester, GA 31816

Please Note: Any Proposal received after 4:00 p.m., *April 15, 2022,*

WILL NOT BE ACCEPTED.

C. There will be a public opening of proposals on April 15, 2022, at 4:00 p.m. in City Hall, located at 116 2nd Street, Manchester. As described in the "Selection Process" (on page 6) of this document, the proposals are evaluated by a selection committee who consider price, experience, responsiveness, etc.

- D. Proposals must be responsive to all aspects of this RFP. The delivery of the Proposals to Manchester by the time and date stated in the preceding paragraph is solely and strictly the responsibility of the Contractor. Manchester will in no way be responsible for delays caused by the United States postal service, federal express or other couriers or for delays caused by any other occurrence. Fax proposals are not acceptable.
- E. Selection criteria are outlined within this document.

Submittals

Any firm submitting a proposal must carefully examine the requirements and conditions expressed in the attached documents and become fully informed as to the quality and character of the information requested.

- Submit one (1) unbound original and four (4) additional bound copies.
- The RFP response shall not exceed *thirty* (30) pages, on of 8 ½ -inch by 11-inch printed on both sides, no larger than a 12pt. font. The thirty (30)-page requirement does not include the front cover, or back cover of the document.

- A. Provide a description of the General Contractor's special capabilities, techniques or resources that can be contributed to this assignment. A minimum of three references from projects of a similar scope and type shall be submitted with each proposal. Mailing addresses, telephone/fax numbers, email addresses [if available] and the names of contacts must be provided as part of the reference package. Particular emphasis should be placed on demonstrating previous experience in building renovation and/or other facilities that demonstrate a special knowledge of the requirements and needs of communities.
- B. Complete and submit Business Identification Form, enclosed as Attachment 1.
- C. Provide a timetable indicating the time necessary for the building renovation. Utilize actual dates based on an anticipated construction contract Notice to Proceed Date of approximately May 1, 2022.
- D. Submit a fixed-price quote [use the Fee form provided in Attachment 2] in a separate envelope with the RFP response. The envelope containing the Fee Proposal should be marked:

"Fixed Fee Quote –Roof Replacement, Gymnasium and Senior Center – City of Manchester- RFP # 2022-01"

The City assumes no responsibility for non-receipt of submittal packages due to any delay, including, but not limited to, carrier delay. It is the General Contractors responsibility to meet the deadline stated above.

Submittals which do not contain the required number of copies and all the information requested in this RFP, may be considered non-responsive and rejected without evaluation. Submittals received after the deadline or at the wrong location will be considered non-responsive. Submittals sent via facsimile or email will not be accepted

E. The total fixed-price fees proposed shall be considered to be inclusive of all fees and expenses [travel expenses, printing, reproduction, postage, etc.], which will be generated by the General Contractor and all Sub-Contractors whose construction services are required to complete the work described in the section entitled *Scope of Work*, herein.

No reimbursables will be paid beyond the total fixed-price fee proposal amount submitted in response to this RFP, on the form provided in "Attachment 2" herein. If the General Contractor anticipates that additional services will be required to complete the work and these additional services are not outlined in the Scope of Work, the Proposal should describe these additional services in a distinct and separate line item. The Department and Team will review these additional services outlined in the Proposal and determine if these services are necessary to complete

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Located at 121 Perry Street

the work as outlined in the Scope of Work. Change orders require approval by the City Manager.

The General Contractor shall include the provision of the above-described deliverables package in the fixed-price fee for the work and shall not be further reimbursed for these deliverables.

- H. The successful General Contractor must provide proof of the required insurance described in Appendix A as a requirement of this document.
- A Table of Contents, with corresponding tab sheets, which correspond to items (A-D), must be included to identify each section, in the same sequence requested in this RFP. RFP responses must meet the requirements of and conform to the quote submission format and requirements as stated in this RFP.

Scoring Values

The decision for selecting a General Contractor will be made by the "Evaluation Committee." The criteria listed below will be used to evaluate all responses to this RFP.

Schedule of Scoring Criteria (Maximum Subtotal 100 Points*)

Α	Evaluation of Contractor's ability to follow instructions in preparing and submitting proposal	10 Pts.
В	The experience of the General Contractor and key staff as it relates to projects of a similar nature and scope	35 Pts.
С	The time anticipated to complete the construction phase of the project	10 Pts.
D	Evaluation of the General Contractor's references	15 Pts.
Е	Value Engineering and Cost Savings	30 Pts.
F	SUB-TOTAL* (additional points available based on below criteria)	
G	Local Preference to Manchester (10% of sub-total)	
I	Local Preference to Meriwether County (7% of sub-total)	
J	Local Preference to State of GA (5% of sub-total)	
L	MBE/WBE Bonus	5 Pts.
	TOTAL:	

Local Preference Bonus. Companies paying taxes in jurisdictions local to the City will receive a bonus to their total bid scores under the City's Local Preference Program.

To Be eligible for a local preference bonus, a company must be considered local in one (1) of three (3) jurisdictions. *Only one local preference bonus may apply*.

For companies considered local to Manchester, GA, the local preference bonus will be ten (10) percent of the preliminary score.

For companies considered local to Meriwether County, GA, the local preference bonus will be seven (7) percent of the preliminary score.

For companies considered local to the State of GA, the local preference bonus will be five (5) percent of the preliminary score.

MBE/WBE Bonus. Contractors currently certified by either the Federal Government or a locally recognized entity as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) will receive a five (5) point bonus to the total bid score.

Selection Process

- Each member of the Evaluation Committee will read, review, and evaluate the contents of each submitted RFP response.
- The Evaluation Committee will be responsible for reviewing all RFP's timely and accurately submitted. In the event there is a close score between contractors or the City needs additional clarification of proposals, contractors *may* be invited to an interview. After the evaluation committee selects a CONTRACTOR, a recommendation is sent to the Council for approval. The City Council possess final approval authority.
 - The City reserves the right to negotiate adjustments in any and all elements of what Proposers submit in their RFP responses, as long as such adjustments do not have the effect of increasing the total compensation paid by the City over the total proposed fixed-price fee compensation set forth in submitted quotes.

Points of Contact

Questions regarding the Proposed Submittals, should be from General Contractors ONLY, directed IN WRITING to Mark Pullium at manager@manchester-ga.gov, no later than 4:00 p.m. April 1, 2022. Questions

by phone will not be accepted. Questions from sub-contractors will not be accepted. All questions received by April 1, 2022, will be compiled/addressed and sent to all respondents on or around April 5, 2022. Responses will be issued in the form of written addenda only.

Rules Governing Submittal Process

- A. All Proposals and supporting documentation received by Manchester shall become the property of the City and will not be returned.
- B. All costs associated with the preparation and submission of the proposal shall be borne solely at the expense of the Contractor. Manchester shall not, under any circumstances, be responsible for any costs or expense incurred by the Contractor.
- C. This RFP and interview selection processes shall in no way be deemed to create a binding contract of any kind between Manchester and the Contractor.
- D. Manchester reserves the right in its sole discretion to waive informalities in the RFP process but is not required to do so.
- E. To be considered, a Contractor must submit a complete Proposal as indicated herein. The format that is provided in this document is not negotiable. Failure to adhere to the instructions contained within this document will void the submission of any Proposals.
- F. It is the responsibility of each General Contractor to examine the entire RFP, seek clarification in writing, and review its quote for accuracy before submitting the RFP response. Once the submission deadline has passed, all RFP responses will be final. The City will not request clarification from any General Contractor relative to its RFP response.
- G. Any submitted RFP response shall remain a valid proposal for three months after the quote due date, or until the City executes a Contract, whichever is first. The City may, in the event the selected General Contractor fails to perform and/or the contract is terminated within forty-five days of its initiation, request the General Contractor submitting the next acceptable proposal to honor its quote.
- H. Each Contractor must comply with the applicable laws, ordinances and resolutions of Manchester, Meriwether County, the State of Georgia and the federal government, including but not limited to all environmental laws regulating the disposal of municipal solid waste. Contractors must also exhibit the financial ability to furnish the necessary insurance coverage, as will be specified in this document.
- I. The price for the services requested in this RFP include all taxes, licenses and permits that the Contractor is or may be required to complete this work.

J. Manchester reserves the right to award a Contract to other than the lowest cost proposal submitted if the interests of the City are best served.

Scope of Work

The work covered under this RFP consists of, but is not limited to, the replacement of approximately 25,000 s.f. of roofing.

Two methods of roofing replacement are to be bid, to include TPO and silicon roofing.

The Contractor must submit a schedule to include the total time for construction to complete the work.

The Contractor must complete all work within ninety (90) days.

The Contractor shall furnish all labor, supplies, materials, equipment, and supervision to perform satisfactorily the services specified herein.

The Contractor that is selected, shall furnish a performance bond (O.C.G.A. § 36-91-70), payment bond (O.C.G.A. §36-91-90), and contractor affidavit (O.C.G.A. § 36-91-21) (City will provide affidavit upon award of contract).

Terms and Conditions - Contractor Responsibility

A. Supervision

Contractor agrees to furnish the necessary qualified supervision to oversee all operations.

B. Work Force

In the performance of the work listed above, the workforce shall be presentable at all times. All employees shall be competent and qualified, and shall be legally authorized to work in the U.S.

C. License and Permits

The Contractor shall acquire and maintain all required licenses and permits required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

D. Subcontracted Services

The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

E. Additional Services

Any services rendered by the Contractor that are in addition to or beyond the written scope of work required by this RFP shall be separately billed. In addition, any additional work not shown in the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Execution of Contract

Selected Contractor will be required to execute a standard city contract within ten (10) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until it has been properly executed.

Contractor shall begin work within ten (10) days after contract is executed and Notice to Proceed is received.

Period of the Contract

The Contract shall be in effect for a period not to exceed twelve (12) months.

Termination of Contract

The Department may terminate the Contract without cause at any time at its sole discretion by delivering a thirty (30) day written notice to the Contractor.

If for any reason the successful Contractor fails to fulfill any of the requirements of the Contract, the Department shall have the right to terminate the Contract with cause with three (3) days written notice to the Contractor and to then contract and negotiate for the services with another Contractor. The City shall reserve the right to recover any and all fees incurred as a result of termination for cause through any and all legal means available including litigation.

Prices and Payment Terms

- All prices, costs, and conditions outlined in the RFP response shall remain fixed and valid for acceptance for 90 calendar days starting on the due date of the proposal.
- Prices will remain firm for the duration of the Contract.
- The price quoted shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this RFP.

 The total charge for the work will be payable as agreed upon in the contract.

Satisfactory Work

Any work found to be in any way defective or unsatisfactory shall be corrected by the General Contractor" at his/her own expense at the order of the City. The City also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The City reserves the right to charge the General Contractor with any, all costs incurred or retain/deduct the amount of such costs incurred from any monies due, or which may become due under the Contract.

Equal Employment Opportunity

The General Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The General Contractor will take affirmative action to ensure applicants are employed, and that employees are treated fairly during employment without regard to their race, color, religion, sex, national origin, or disability.

Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) pay rates or other forms of compensation and (8) selection for training, including apprenticeship. The City of Manchester fully encourages the participation of qualified minority and female-owned business firms with respect to the project.

Prohibited Interests

No elected official, officer or employee, or agent of the City will have either a direct or an indirect interest in the General Contract or the proceeds thereof.

Prohibited Contact

No Contractor or agent of Contractor is to discuss any part of this RFP with any member of Council or employee of the City other than as set out in this RFP.

Rejection

Manchester reserves the right to reject any and all Proposals received. Manchester is under no obligation to award and/or enter into a Contract for these services and

the selection schedule may be revised at the City's discretion. In addition, The City does not guarantee that a contract will be awarded as a result of this RFP.

APPENDIX A

INSURANCE REQUIREMENTS

The Contractor will defend at the Contractor's sole expense, indemnify, and hold harmless the City of Manchester in accordance with O.C.G.A. 13-8-2.

The Contractor will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, commercial general liability insurance, professional liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for commercial general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. Commercial general liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability shall be, at a minimum, \$1,000,000.00 per occurrence or claim and \$1,000,000.00 aggregate. If commercial general liability coverage and/or professional liability coverage is on a claims-made basis, the vendor will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and \$500,000.00 accident, \$500,000.00 disease policy limit.

The certificate of insurance shall provide the City of Manchester, Georgia (City) with thirty (30) days written notice of cancellation of any of the coverage areas named in said certificate.

The City will be named as additional insured under the contractor's commercial general liability, professional liability, and automobile insurance policies.

The vendor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the general contractor. These certificates shall evidence waivers of subrogation in favor of the contractor and the City and shall be made available to the City upon request.

The following must be considered:

Low Hazards

Contractors such as carpenters, plumbers (no digging or trenching), painters and small repair or service-type contracts.

Medium Hazards

Include roofers, plumbing with minor digging, cement contractors, grading of land, landscapers, building maintenance/cleaning contractors and bricklayers.

High Hazards

Include excavation and underground contractors, road contractors, erection and welding projects, all building of parks and recreation playgrounds construction and renovation and all infrastructure construction and renovation.

Special Hazards

Include major building projects, major infrastructure projects, contracts involving environmental and asbestos exposures and similar extra-high hazard operations.

Contracts under \$25,000 and under 30 days duration, (except Special Hazards)

A. <u>Workers Compensation Insurance:</u>

The Contractor shall procure and maintain during the life of this contract, Workers Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Georgia.

B. <u>Commercial General Liability:</u>

The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A. Contractual Liability; B. Products and Completed Operations; C. Independent Contractors Coverage; D. Broad Form General Liability Extensions or equivalent; E. Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; F. Per contract aggregate.

C. Motor Vehicle Liability:

The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than \$500,000, per occurrence combined single limit. Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. <u>Additional Insured Status:</u> *Wording:* "The following shall be Additional Insureds: The City of Manchester, including all elected and appointed officials, all employees

and volunteers, all boards, commissioners and/or authorities and their board members, employees and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."

E. Cancellation Notice:

Sixty (60) days-Notice of Cancellation or Change, as per the following wording:

"Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal Reduction and/or Material Change shall be sent to: Mr. Mark Pullium, City Manager

F. Proof of Insurance Coverage:

Evidence of Insurance should always be required, wording as follows: "The Contractor shall provide the City at the time the contracts are returned by him for execution, Certificates of Insurance and/or policies, acceptable to Manchester, Georgia, as listed below:

One (1) copy of Certificate of Insurance for:

Workers' Compensation Insurance Commercial General Liability Insurance Vehicle Liability Insurance.

G. <u>Continuation of Coverage:</u>

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Manchester at least ten (10) days prior to the expiration date.

Low & Medium Hazard up to \$300,000 and 180 days duration (except Special Hazards):

- A. Workers' Compensation Insurance (same as above)
- B. Commercial General Liability Insurance: (Same as above except increase to \$1,000,000)
- C. Motor Vehicle Liability: (Same as above except, increase to \$1,000,000. All other conditions apply as above).

High Hazard Contracts and any above \$300,000 (except Special Hazards):

A. Workers' Compensation Insurance (same as above)

- B. Commercial General Liability Insurance: (Same as above except, increase to \$3,000,000)
- C. Motor Vehicle Liability: (same as above except, increase to \$3,000,000) All other conditions apply as above.

Contracts in excess of \$1,000,000 to \$20,000,000 (except Special Hazards): (Same as above)

- A. Commercial General Liability Insurance: (same as above except increase to \$5,000,000)
- B. Motor Vehicle Liability: (same as above except increase to \$5,000,00)
- C. Owners Contractors Protective Liability: Wording as follows:
- D. "The Contractor shall procure and maintain during the life of this contract, a separate Owners & Contractors Protective Liability Policy with limits of liability not less than \$5,000,000 per occurrence and/or aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Manchester, Georgia shall be "Named Insured" on said coverage. Sixty (60) days Notice of Cancellation shall apply to this policy." All other conditions apply as above.

Contracts in excess of \$20,000,000 (except Special Hazards):

- A. Workers' Compensation (same as above)
- B. Commercial General Liability Insurance: (same as above except increase to \$10,000,000)
- C. Motor Vehicle Liability: (same as above except increase to \$10,000,000)
- D. Owners Contractor Protective Liability: (same as above except, increase to \$10.000.000)

Special Hazards:

Proposals involving environmental exposures, asbestos removal, building demolition, extensive use of explosives requires review by the Risk Manager. Such contracts may necessitate Pollution coverage and other types of coverage.

Professional Liability:

If a project involves architects, civil engineers, landscape design specialists and other professional services utilized in connection with construction and coverages normally not provided by Professional Liability coverage (in the limits outlined

above) should be required. Since most of these policies are written on a "claims made" basis, we should require that coverage be carried for 3 – 5 years after the project is completed. Since most claims will arise out of our action against the professional service, we do **not** want to be an additional insured. Since there are so many exclusions in these types of contracts, we should require certified copies of the policy on larger contracts. We should require project aggregate endorsements in lieu of aggregate limits of liability. If the project is very large (over \$10,000,000), we should require a separate "project policy".

Subcontractors:

Wording: "RFP Respondent" shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor."

BUSINESS IDENTIFICATION FORM (Your Letterhead)

	ntractor under which	,	
Permanent mair	n office address:		
City		State	Zip Code
Phone No.:		Fax No.	
E-Mail Address			
Type of organiza	ation: (Check all appl	icable)	
Individually-	Owned Partne	ershipCorporation	Joint Venture
Non-profit _	PrivatePr	ublicMinority Owne	d Female-Owne
If a corporation,	enter the date of inc	orporation and the state in	which incorporated:
Date:	State:		
Identify number	of employees:		
Enter the numb	er of years you hav	e been in business unde	r the present Contrac
	title and telephone r and the "RFP Contrac	no. of person(s) in your otor" to a contract.	organization authorize
 Name	Title	Tel	#

PROFESSIONAL GENERAL CONTRACTOR SERVICES GYMNASIUM & SENIOR CENTER ROOF REPLACEMENT PROPOSAL SUBMISSION FORM

(Your Letterhead)

NAME OF PROPOSING FIRM:					
MAILING ADDRESS OF PROPOSING FIRM:					
CITY:					
STATE:	ZIP+4:				
TELEPHONE:					
EMAIL:					
FEE AMOUNT PROPOSED:					
GENERAL CONTRACTOR SERVICES Gymnasium& Senior Center Roof Replacement	Amount				
Silicon Roof	\$				
TPO	\$				
XSIGNATURE OF AUTHORIZED REPRESENTA TYPED/PRINTED NAME OF AUTHORIZED REPRESENTATION OF AUTHORIZED					