



Purchasing & Contracting Department

1117 Eisenhower Drive, Suite C,
Savannah, Georgia 31406
(912) 790-1618

REQUEST FOR PROPOSALS

RFP No. 25-0031-5

Construction of Chatham County Multi Agency Public
Safety Facility (Resolicitation)

****PRE-QUALIFIED PROPOSERS ONLY****

**CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING DIRECTOR
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1619**

DATE: March 6, 2025

RFP NO.: 25-0031-5

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal to supply Chatham County with services as indicated herein. Proposals shall be submitted on-line on the County's procurement portal <https://chathamcountyga.bonfirehub.com/portal> up to **5:00 P.M., APRIL 15, 2025**. The Purchasing Director reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a qualification proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document approved changes. For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. An addendum will be issued setting forth the new date and time.

A Mandatory Pre-Proposal Conference has been scheduled for **10:00 AM, MARCH 18, 2025**. The meeting will take place at the Purchasing & Contracting conference room located at 1117 Eisenhower Drive, Suite C, Savannah, GA 31406. This will be to discuss the specifications and resolve any questions and/or misunderstanding that may arise.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance.

SECTION I INSTRUCTIONS TO PROPOSERS

1.1 **PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a qualification proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **HOW TO PREPARE PROPOSALS: All proposals shall be:**

A. Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

1.3 **HOW TO SUBMIT PROPOSALS: All proposals shall be:**

A. Submitted on-line on the County's procurement portal at:
<https://chathamCountyga.bonfirehub.com/portal>.

**** In submitting their proposal, the proposer certifies that he/she has carefully read all related Request for Proposal documents and agrees to comply with all provisions.**

B. If a proposer is unable to submit their proposal on-line, they should notify the procurement contact for the solicitation at least one week prior to proposals being due to receive instructions. The County is seeking to conduct all solicitations on-line. The phone number for Purchasing and Contracting is 912-790-1618.

1.4 **HOW TO SUBMIT AN OBJECTION:** Objections from Offerors to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:

A. When a pre-proposal conference is scheduled, the Proposer may object in writing any time prior to or at the pre-proposal conference.

B. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.

C. The objections contemplated must pertain to both form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.

1.5 **ERRORS IN PROPOSALS:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.

- 1.6 **STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT AWARD:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.7 **PROPOSER:** Whenever the term "Proposer" is used, it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.8 **COMPLIANCE WITH LAWS:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.9 **CONTRACTOR:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.10 **LOCAL PREFERENCE:** The Contractor agrees to follow the local preference guidelines as more fully specified in the contract documents.
- 1.11 **DEBARRED FIRMS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. It is the proposer's responsibility to inform the County should the proposer/firm be placed on the Federal or State of Georgia Excluded Parties Listing during the proposal process. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered. Successful proposers with whom the County enters into a contract with for goods or services will notify the County if they become debarred during the course of the contract.

** All bidders or proposers are to read and complete the Disclosure of Responsibility Statement. Failure to do so may result in your solicitation response being rejected as non-responsive.

Proposer acknowledges that in performing contract work for the Board, proposer shall not utilize any firms that have been a party to any of the above actions. If proposer has engaged any firm to work on this contract or project that is later debarred, Proposer shall sever its relationship with that firm with respect to Board contract.

- 1.12 **PERFORMANCE EVALUATION:** On April 11, 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, at a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director.

END OF SECTION

SECTION II PROPOSAL CONDITIONS

- 2.1 **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the proposer but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 **MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 **OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty-day period.
- 2.4 **COMPLETENESS:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 **LIABILITY PROVISIONS:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.6 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and
 - (3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.
- 2.7 **AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.

2.8 PROCUREMENT PROTESTS: Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Ordinance – Part 9 – Vendor Disputes shall govern the review and resolution of all protests.

2.9 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER): A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.

2.10 COUNTY TAX CERTIFICATE REQUIREMENT: A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract.

Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.

NOTE: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractor as adopted by the Board of Commissioners on 8 April 1994.

2.11 INSURANCE PROVISIONS, GENERAL: The selected Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work, hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.

It is every Contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance and Declaration Sheets for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

2.11.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.

VI. Certificate Holder (This is to always include Chatham County).

Chatham County as an “Additional Insured”: Chatham County invokes the defense of “sovereign immunity.” In order not to jeopardize the use of this defense, the County **is not** to be included as an “Additional Insured” on insurance contracts.

2.11.2 Minimum Limits of Insurance to be maintained for the duration of the contract:

A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, Special form property damage, and underground, explosion and collapse hazards.

Minimum limits:

General Aggregate:	\$3,000,000
Products Completed Operations Aggregate:	\$3,000,000
Each Occurrence Limit:	\$1,000,000
Personal Injury Limit:	\$1,000,000
Damage To Premises Rented To You	\$1,000,000 Any Occurrence
Medical Expenses	\$ 10,000 Any One Person

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.
- ii. No exclusions for subcontractors
- iii. Shall include current operations, ongoing operations and completed operations (no exclusions of these)

B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim.

Minimum limits:

Part A: Workers Compensation: Statutory (include State of Georgia)
Part B: Bodily Injury By Accident: \$500,000 Each Accident
Bodily Injury By Disease: \$500,000 Policy Limit
Bodily Injury By Disease: \$500,000 Each Employee

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the

Certificate of Insurance.

- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.

- D. **Commercial Umbrella:**

Limits: \$25,000,000 per Occurrence.

Required Endorsements and Certificate of Insurance:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and /or employees and must be attached to the Certificate of Insurance.
- ii. This umbrella shall cover over Commercial General Liability (including Product and Completed Operations, and Personal and Advertising Injury), Commercial Auto and Employers Liability (Part B of Workers Compensation) and will be a follow form policy.

- E. **Builder's Risk:** (For Construction or Installation Contracts) Covers against insured perils while in the course of construction.

Minimum Limits: All-Risk coverage equal 100% of contract value

Coverage Requirements: Coverage shall remain in force until final acceptance of the project is granted by the Chatham County Board of Commissioners. Also, the policy shall grant permission to occupy prior to acceptance. Policy Form: Special form including wind, flood and earthquake.

Sub limits (Minimum):

Property In Transit: \$1,000,000

Property At Temporary Location: \$1,000,000

Ordinance and Law: \$1,000,000

Demolition: \$1,000,000

Debris Removal: \$1,000,000

Expediting Expenses: \$1,000,000

Extra Expense: \$1,000,000

Soft Cost / Delay In Construction or Completion: \$1,000,000

Mechanical Breakdown: \$1,000,000

Mold / Fungus / Other Pathogens: \$250,000

Hot & Cold Testing: \$1,000,000

Additional coverage in addition to contract value: Increased Cost Of Construction:

\$1,000,000

Soft Cost / Delay In Construction or Completion: \$1,000,000

Deductibles: (Any deductibles are responsibility of the contractor)

All Perils Including Wind: \$50,000 or Less

Flood: \$50,000 or Less

Earthquake: \$50,000 or Less

Required Endorsements and Evidence of Property:

- i. Policy shall provide a Waiver of Subrogation endorsement in favor of Chatham County Board of Commissioners and its agents and / or employees and must be attached to the Certificate of Insurance along with the Declarations Pages and Endorsements.
- ii. Loss Payee Clause in favor of Chatham County Board of Commissioners and its agents and / or employees
- iii. No coinsurance provision
- iv. No collapse exclusion
- v. No water Damage exclusion / limitation
- vi. No warranties suspending coverage Commercial Umbrella:

2.11.3 Special Requirements:

Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.

- A. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- B. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- C. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- D. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County contract.

- E. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.

- F. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.

- G. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2.12 INDEMNIFICATION: The PROPOSER agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the PROPOSER or its subproposers. The PROPOSER's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. PROPOSER further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the PROPOSER or his subcontractor or anyone directly or indirectly employed by any of them.

The PROPOSER's obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the PROPOSER.

2.13 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS: The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.

2.14 SIGNED RESPONSE CONSIDERED AN OFFER: The submitted Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Director or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action, as it deems appropriate, including legal action

for damages or lack of required performance.

2.15 NOTICE TO PROCEED: The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and the Purchasing Director or his designee issues a Notice to Proceed. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

2.16 PAYMENT TO CONTRACTOR: Instructions for invoicing the County for service delivered to the County are specified in the contract document.

- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
- B. Contractor will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
- C. Upon completion of the work, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- D. Chatham County is a tax-exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.17 LICENSES, PERMITS, AND TAXES: The price or prices for the service shall include full compensation for all fees that the proponent is or may be required to pay. Chatham County is Tax Exempt. The Purchasing & Contracting Office upon request (912) 790-1623 will provide a Tax Exemption Certificate.

- A. Building permit
The Contractor shall meet all requirements necessary to obtain the building permit from the City of Savannah Development Services. The Contractor shall not be required to pay the Building and inspection permit fees due to the City of Savannah Development Services. The project will require a single building permit. The City of Savannah Development Services does issue Temporary Certificate(s) of Occupancy. Fees due to any other agency shall be the Contractor's responsibility.
- B. The NPDES permit will be required on the project. The Contractor shall be the Joint Permittee on the permit and is responsible for the daily and weekly monitoring as required by the permit. Permit fee shall be paid by the County.
- C. The Contractor shall not be responsible for the following tap in fee due to the City of Savannah
 - Water tap fee \$27,078
 - Sewer Tap fee \$388

- Water Additional Fees \$15,795
- Reclaimed Water Connection Fees \$27,078
- Treatment Plant Fees \$2,182
- Sewer Additional Fees \$750

Contractor shall be responsible for all other fees and connections including water meter(s) and tap(s). Refer General Conditions Section Permits and Regulations.

- D. Contractor is responsible for the televising of pipes. For additional information contact City of Savannah (Project # 24-0104-7) for this and other costs.

2.18 MINORITY – WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. The County is committed to a policy of equitable participation for these firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the MBE/WBE firm. Proposers may also provide demographic information regarding their employees to show their commitment to equal opportunity. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contract.

If the awarded contractor is claiming minority status, the contractor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For information on the program or MBE/WBE contractors/vendors please contact the Chatham County Minority and Women Business Office, 1117 Eisenhower Drive, Suite 101, Savannah, Georgia 31406, (912) 652-7828 phone, (912) 652-7951 fax.

END OF SECTION

SECTION III GENERAL CONDITIONS

- 3.1 DESCRIPTION AND OBJECTIVES:** Chatham County Board of Commissioners is soliciting proposals from qualified companies to construct the 84,835 sf Multi Agency Public Safety Facility (MAPSF); and the 19,534 sf Multi-Agency Annex Building, both designed to the same hardening standards withstand wind loads of 3 second gust at 190mph and a missile impact level equal to Category E (9lb. 2x4 fired at 80 f/s).

This RFP seeks to identify potential providers for the above-mentioned services. All respondents to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully. Chatham County reserves the right to reject any or all RFP's and to waive technicalities and informalities at the discretion of Chatham County.

- 3.2 METHODOLOGY:** The procurement described herein may be conducted in a two-step process.

STEP ONE- ACCEPTANCE AND EVALUATION OF QUALIFICATION PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent or such proposal may be disqualified as being non-responsive. Proposals that are deemed incomplete as to substance and content may be returned without consideration. A shortlist of qualified firms will be developed and ranked.

In the interest of a fair, objective and competitive process, Chatham County intends to accept all qualified proposals and give them complete and impartial consideration.

Any proposal which does not meet all technical requirements may be disqualified as being non-responsive.

Proposals which are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are not being further considered and why.

Recommending proponents that best qualify for the short list will be done through a committee evaluation process based on established technical criteria as described herein. Final decision on the staff's recommendation is made by the Board of Commissioners.

STEP TWO-INTERVIEWS: The evaluation committee **may** request an interview with short-listed firms. If interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of firms that will interview/present.

- 3.3 PRE-PROPOSAL CONFERENCE:** A **Mandatory Pre-Proposal Conference** has been scheduled for **10:00 AM, MARCH 18, 2025**. The meeting will take place at the Purchasing & Contracting conference room located at 1117 Eisenhower Drive, Suite C, Savannah, GA 31406. This will be to discuss the specifications and resolve any questions and/or misunderstanding that may arise.

- 3.4 **PROPOSAL DEADLINE:** The response to this ‘Request for Proposal’ must be received on-line on the County’s procurement portal no later than **5:00 P.M., April 15, 2025.**
<http://chathamCountyga.bonfirehub.com/portal>

For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. An addendum will be issued setting forth the new date and time.

- 3.5 **CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by the County, the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion (except for as provided by Georgia law for proprietary information). The details of the proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners. **Proponent shall have no contact with any Department Representative or Evaluation Committee Member during and after the evaluation process. Any information contained in the proposal that is considered by the Proponent as “proprietary” to remain confidential shall be clearly identified and justified.**

- 3.6 **CONE OF SILENCE:** Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member of a proposer’s staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

- 3.7 **COMPENSATION:** The County has attempted in SECTION V to provide as much information about the project as possible to enable firms to structure their offer.

- 3.8 **REJECTING PROPOSALS:** The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.

- 3.9 **COST TO PREPARE RESPONSES:** The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

- 3.10 **INQUIRIES:** Direct any questions related to this RFP to Ms. Jean Fleming, Interim Purchasing Director, and submit all questions through the County’s procurement portal **<https://chathamCountyga.bonfirehub.com/portal>** Q&A section. Include the RFP number, page, and paragraph number as a reference to each question. **DEADLINE FOR ALL QUESTIONS IS LISTED ON THE BONFIRE PORTAL.**

THE ONLY OFFICIAL ANSWER OR POSITION OF CHATHAM COUNTY WILL BE THE ONE STATED IN WRITING.

- 3.11 **METHOD OF SOURCE SELECTION:** Chatham County is using the Competitive Sealed Proposal method of source selection, as authorized by **Part 3 of the Chatham County Purchasing Ordinance** for this procurement.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to Chatham County, taking into consideration price and other factors set forth in this Request for Proposal (RFP). The County will not use any other factors or criteria in the evaluation of the proposals received.

3.12 **EQUAL EMPLOYMENT OPPORTUNITY**: During the performance of this contract, the COMPANY agrees as follows:

The COMPANY will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.

END OF SECTION

SECTION IV SPECIAL CONDITIONS

- 4.1 **PRE QUALIFIED VENDORS:** Chatham County is currently soliciting proposals for Construction Services for the New Multi-Agency Public Safety Facility Project. **This Request for Proposals (RFP) opportunity is exclusively available to prequalified vendors from the 24-0183-7 - Request for Pre-Qualification for the Multi-Agency Public Safety Facility (Resolicitation).** The RFQ process followed a Two-Step Bidding Process based on a “Best Value” Evaluation Criteria:
- **Step One:** This initial step involved meeting the mandatory requirements outlined in the “Responsibility Criteria” and the subsequent scoring of the “Best Value Criteria.”
 - **Step Two:** Only firms that have successfully qualified by scoring a minimum of 85% of the possible points in Step One are invited to submit a proposal for this RFP.
- 4.2 **PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.
- 4.3 **EVALUATION FACTORS:** Factors such as proponents’ overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/WBE firms, contractors and employees will also be considered in the evaluation of proposals.
- 4.4 **SELECTION PROCESS:** *Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent.* Further evaluation may include an oral presentation, which will be scheduled after receipt of the written proposal and approval of the shortlist.
- 4.5 **CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice of award. No work shall be performed under the contract until a contract has been fully executed by both parties. A notice to proceed will be issued by Chatham County.
- 4.6 **PERFORMANCE AND APPROVAL OF SUB-CONTRACTORS:** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-contractor arrangements are not prohibited; however, the proponent shall secure written permission from Chatham County before subcontracting any part of this service. Such permission should be obtained during the proposal evaluation stage. Proponents are encouraged to use Minority/Woman Business Enterprises and are reminded of reporting requirements when utilizing these arrangements.

4.7 **ASSIGNMENT:** The PROPOSER shall not assign or transfer any interest of the contract without prior written consent of the County.

4.8 **CONTRACT AWARD:**

4.8.1 Successful Proponent will be asked to submit his/her firms' contractual issues for consideration in the Chatham County contract. Proposals will become part of the contract.

4.8.2 No work shall be performed under the contract until a contract has been fully executed by both parties. A notice to proceed will be issued by Chatham County.

END OF SECTION

SECTION V INSTRUCTIONS TO PROPOSERS

1. INTRODUCTORY:

To be considered, Proposals must be made in accordance with the following instructions and must be received on-line on the County's procurement portal <https://chathamcountyga.bonfirehub.com/portal> no later than the date and time set forth in this solicitation or any extension thereof made by Addendum.

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

2. OWNER:

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

Chatham County Purchasing & Contracting
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406

3. ARCHITECT:

The Architect is:

Architects Design Group (ADG)
333 North Knowles Avenue
Winter Park, Florida 32789

4. MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A **Mandatory** Pre-Proposal Conference will be held in the Purchasing and Contracting Conference Room located at 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 at **10:00 A.M.** local time on **March 18, 2025**. All prospective proposers are required to attend the pre-proposal conference and visit the project site. The **mandatory** Project Site Visit is scheduled **following** the mandatory Pre-proposal Conference.

5. PROPOSALS:

Proposal shall be submitted on-line on the County's procurement portal at:

<https://chathamCountyga.bonfirehub.com/portal>.

The GC is fully responsible for timely submittal of the proposal on the County's procurement portal.

Proposals received after the set specified time will not be considered by the Owner.

6. DOCUMENTS:

Proposal Documents may be obtained by bona fide GC firms from the Chatham County website at: [https://chathamCountyga.bonfirehub.com/portal](https://chathamcountyga.bonfirehub.com/portal)

Plans and Specifications are available electronically in PDF format and can be emailed to prospective Respondents free of charge by submitting a request to ajfleming@chathamcounty.org

GC firms shall use complete sets of Proposal Documents in preparing Proposals. The Owner will not be responsible for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents. The GC firms submitting Proposals are responsible for the review of the Proposal Documents, including without limitation the Owner's Standard Forms and Preliminary Design Information.

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

7. RFP ADDENDA:

Addenda, if any, will be posted on the County procurement portal and it is the responsibility of all Proposers and Subcontractors to check the website for issued addenda. The Addenda will be made available electronically for inspection wherever Proposal Documents are on file for that purpose. No Addenda will be issued later than 72 hours prior to the time for Proposal opening, except for Addenda withdrawing the Request for Proposals or Addenda which include a postponement of the date through which Proposals may be submitted. Each GC firm shall ascertain prior to submitting a Proposal that the GC firm has received all Addenda issued, if any, and the GC firm shall acknowledge their receipt in the Proposal. Failure of a GC firm to receive or acknowledge any Addendum shall not relieve the GC firm of any obligation under the Proposal. All Addenda shall become part of the Contract Documents.

8. SCOPE OF WORK:

Scope will consist of the following two parts:

A. Multi Agency Public Safety Facility (MAPSF)

The 84,835 sf MAPSF project is a hardened essential facility for the Chatham County Emergency Operations, 911 Communications and the Savannah Airport Police Department. The hardened facility has been designed to withstand wind loads of 3 second gust at 190mph and a missile impact level equal to Category E (9lb. 2x4 fired at 80 f/s). In addition to the primary building, the project consists of an equipment enclosure, pavilions, and various site improvements. The primary building will be a tilt-wall project with a steel structure.

- Hardened Equipment Enclosure
- LEED Certified Building

- Wind and Impact loads greater than standard building codes
- (5) site pavilions
- (2) Bay Police Sallyport
- (3) Bay Mobile Command Vehicle area

Lastly, site improvements include an increase in elevation of the project to meet stringent flood surge requirements.

B. MAPSF Annex

The 19,534 sf Multi-Agency Annex Building project is designed to the same hardening standards as the Multi-Agency Public Safety Facility. It has also been designed to withstand wind loads of 3 second gust at 190mph and a missile impact level equal to Category E (9lb. 2x4 fired at 80 f/s). In addition to the primary building, the project consists of an equipment enclosure. The building will be a tilt-wall project with a steel structure.

9. INTERPRETATIONS:

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

10. SUBSTITUTIONS

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

No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Owner at least ten (10) days prior to the date for receiving Proposals. Such requests shall include the name of the specified product, material or equipment, and the specification section or other

reference to the Proposal Documents as appropriate. The request shall provide a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. The request for approval shall explain fully the difference, if any, between the proposed product and the one or more named in the specifications, including difference in cost. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

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

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

11. WITHDRAWAL OF PROPOSALS:

Except as may be otherwise expressly provided by law, a GC's Proposal cannot be withdrawn after it has been submitted on the Bonfire portal, for a period of ninety (90) calendar days after the date fixed for receiving said Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each Offeror so agrees by submitting a Proposal.

12. BACKGROUND CHECKS:

A criminal background check must be performed on all contractors, contractors, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on county premises, supervise services on county premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by County employees. Such background checks will be performed by county at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in county sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Any failure of the contractor to obtain a criminal records background check through county, as stated herein, may result in termination of any resulting contract between contractor and County.

13. IRREGULARITIES:

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

14. CONTRACT AWARD:

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

1. Letter of Introduction	-
2. Table of Contents	-
3. Compliance	-
4. Proposed Project Staff	15 Points
Resumes of key staff assigned to Project	10
Location of Office	2
Organizational Chart as it relates to Project	3
5. Project Approach	20 Points
Knowledge of working on active campuses/codes/ordinances	5
Approach	5
Schedule	5
QA/QC	5
6. MBE/WBE Participation	20 points
7. Successful Building Experience	15 Points
8. Current Workload	10 Points
9. Proposed Fixed Price (A+B)	20 Points
A. MAPSF	15
B. Annex	5
	100 Points

NOTE: All information identified above in items #1 – 3 is required for this Proposal to be considered.

INTERVIEWS/PRESENTATIONS – IF REQUIRED (TOTAL POSSIBLE POINTS: 30)

Upon approval of the General Contractor (GC) by Chatham County, the County will issue a Notice of Award

(NOA) in writing, to the GC. The selected GC shall submit all required documentation, payment and performance bonds on the exact forms provided by the Owner in the RFP, insurance certifications, executed contract, etc. within thirty (30) days of NOA issuance. The GC shall submit the Builder's Risk policy required by the RFP and contract. Notice to Proceed (NTP) with the final executed contract and a revised schedule, if appropriate, shall be issued to the GC upon receipt of all documents.

After evaluation of the Proposals received in response to the RFP, Chatham County may interview two or more proposers deemed fully qualified, responsive, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. **County is under no obligation to perform interviews for this RFP.**

At the conclusion of the interviews, if they are held, and on the basis of evaluation factors set forth in Section III and the information provided and developed in the selection process to this point, Chatham County Selection Committee shall rank, in the order of preference and begin negotiations with the firm whose proposal is determined to be most advantageous to the Owner. If a contract satisfactory and advantageous to Chatham County cannot be negotiated, then the Owner reserves the right to automatically, without notification, terminate such negotiations and enter into negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County shall terminate negotiations and enter into negotiations with the third most qualified firm. Should the County be unable to negotiate a contract at a fair and reasonable price with any of the top three selected firms, the selection committee shall select additional firms in order of their rankings, and County shall continue negotiations until an agreement is reached.

15. **GC'S QUALIFICATIONS:**

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

The successful GC will also be required to submit appropriate entity and authority certificates acceptable to Owner as a part of this RFP.

16. COMMENCEMENT, PROSECUTION, AND COMPLETION:

The GC will be required to commence its services under the Owner's form of Agreement immediately after its receipt of a written Notice-to-Proceed from the Owner and to prosecute the effort with competence, faithfulness and energy.

17. PROPOSAL BID BOND:

The GC's Proposal shall be accompanied by a Bid Bond in the exact form set forth herein. The Bid Bond shall be in an amount not less than 5% of the Fixed Price Proposal. **The amount stated in the Bid Bond shall be included as an exact dollar figure written in numeric and word form. Failure to do so shall result in your proposal being deemed non-responsive. A Bid Bond submitted using an AIA document is unacceptable and shall result in your proposal being deemed non-responsive.** The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current power of attorney. The surety must be satisfactory to the Owner and must be licensed to do business in Georgia as approved by the State Insurance Commissioner's Office. No other form of bid security will be accepted. The Owner shall have the right to retain the Bid Bond of all GCs until either (a) the Agreement has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) ninety (90) days after Proposal opening, or (c) all Proposals have been rejected. Except as otherwise expressly allowed by law, no Proposal may be withdrawn for a period of ninety (90) days following the closing time and date for receipt of Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each GC so agrees by submitting a Proposal.

18. PERFORMANCE AND PAYMENT BONDS:

Performance and Payment Bonds from a surety satisfactory to County must be furnished by the GC awarded the contract in an amount not less than 100 percent (100%) of the contract price if the contract price is \$100,000 or more.

19. CONFLICT OF INTEREST:

If any officer, director, or agent of the GC is also an employee of the Chatham County, then the GC shall clearly identify it in your Proposal including the name of the individuals(s) and the position he or she holds in the organization. Further, the GC shall disclose the name(s) of any Chatham County employee(s) who owns, directly or indirectly, any interest in your organization or any of its affiliates, excluding stock in a publicly traded organization if such person owns an interest of ten percent (10%) or less. The GC shall complete and have notarized a Conflict-of-Interest Form and include it in the Proposal.

20. EXISTING CONDITIONS:

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

21. CONSENT TO RELEASE INFORMATION:

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

22. COMMUNICATIONS WITH COUNTY STAFF:

It is intended that this proposal be adequate for any vendor to respond the Chatham County requirements. However, should proposers have questions, all questions should be submitted electronically via <http://chathamcountyga.bonfirehub.com/portal>. **Questions submitted to any other email address will not be considered.** The deadline for receipt of vendor questions is **April 1, 2025 at 2:00 p.m.** Questions received after the deadline time will not be considered <https://chathamCountyga.bonfirehub.com/portal>. Questions received by the deadline time will be answered in writing and posted to the website <https://chathamCountyga.bonfirehub.com/portal> no later than **April 8, 2025 at 2:00 p.m.**

No response other than that which is written in an addendum will be binding upon the County.

The assigned contact person for this proposal is Jean Fleming, **Interim Procurement Manager**. Ms. Fleming can be reached at **(912) 790-1619** or by email at ajfleming@chathamcounty.org.

Except with the consent of the proposal contact person, all proposers, including any persons affiliated with or in any way related to proposers, are strictly prohibited for contacting Chatham County on any matter having to do in any respect with this RFP, other than as provided herein. Any and all contacts with such persons associated with Chatham County shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the RFP documents, for the date of issuance of the Request for Proposals until final Chatham County action of approval of contract award, the proposer submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative or member of the Chatham County. Any violation of this restriction may result in the rejection of the proposal response.

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

END OF SECTION

Section VI

INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. SUBMISSION OF PROPOSALS:

Proposals shall be in the following order:

4. Letter of Introduction
5. Table of Contents
6. Compliance
7. Proposed Project Staff
8. Project Approach
9. MBE/WBE Participation
- 7) Experience
- 8) Current Workload
- 9) Fixed Price Proposal

The Respondent's proposal to Chatham County shall be:

- Submitted on-line on the County's procurement portal at:
<http://chathamcountyga.bonfirehub.com/portal>.

In submitting their proposal, the proposer certifies that he/she has carefully read all related Request for Proposal documents and agrees to comply with all provisions.

- If a proposer is unable to submit their proposal online, they should notify the procurement contact for the solicitation prior to proposals being due to receive instructions. The county is seeking to conduct all solicitations online. The phone number for purchasing and contracting is 912-790-1618.

B. The Offeror's proposal shall be submitted in the following order and format:

1. **Letter of introduction and interest** signed by an officer or partner of responding firm. Letter shall include specific reason(s) why firm would be the best choice for the services listed. Letter shall include name of entity submitting, contact name, phone number, e-mail address, fax number and address of firm submitting.
2. **Table of Contents**
3. **Compliance Information**

This is a compliance section and carries no evaluation points. Firms must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

3.1 The GC must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.

3.1.1 State the legal name of entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for this project the stated entity name will be used in all legal contracting documents derived from this selection.

3.1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. Provide a copy of current general real estate license for all key real estate professional assigned to the contract. In the alternative, joint ventures and partnerships should provide a copy of their joint venture or partnership agreement and certification from the Georgia Secretary of State establishing that each joint venture partner or partner is authorized to do business in Georgia.

3.2 The GC must be properly registered, licensed, and certified at the time of submission:

3.2.1 Provide copy of current Georgia Professional Registration Certificate for general contractor.

3.2.2 If GC is a joint venture, provide copy of the joint venture agreement and either:

- a. Copy of current Georgia Professional Registration Certificate of the joint venture; or
- b. A copy of the current Georgia Professional Registration Certificate of one of the joint venture partners.

3.3 Financial Information (Y/N):

3.3.1 The Firm's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the Firm's most recent tax return and balance sheet will be accepted.

3.3.2 **Bonding Capacity:** The GC must submit a letter from their insurer or surety stating their current bonding capacity for a single job and their aggregate capacity, current value of work under contract and current value of bonded work. (The firm will be required to bond 100% of the cost of the Project).

3.3.3 **Compliance Letter:** Provide a compliance letter from a bonding company indicating the bonding company's A.M. Best financial rating and whether the bonding company will provide separate Payment and Performance Bonds, each in the amount of 100% of the Contract Price, on the exact forms provided by the Owner for your services as GC. **Upon award, GC must submit Payment and Performance Bonds on the exact forms provided by the Owner.**

3.4. Litigation/Capacity/Convictions Information (Y/N):

- 3.4.1 Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains, to the joint venture and for each partner or entity creating said joint venture. If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.
- 3.4.2 **Capacity:** Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation, please demonstrate your firm's capacity to complete this project. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company regarding related projects (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts.
- 3.4.3 **Convictions:** Include a statement as to whether or not the GC (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of application **of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.**

EVALUATION CRITERIA – 100 points total

4. Proposed Project Staff (15 points):

The quality, experience and quantity of staff and their functions will be evaluated by the Committee.

The firm shall name the actual key personnel to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project. It is the intent that the proposed staff shall be assigned to this Project unless otherwise approved by Owner. If interviews are requested, all proposed key staff members must be present at the time of interview unless prior written approval is received from the Owner.

- 4.1 Give brief resumes of key personnel (project manager, superintendent, and controls specialist at a minimum) to be assigned to the Project including, but not limited to, the following:
- a. Name and title.
 - b. Job assignment for other projects.
 - c. How many years with this firm. For sub-contractors, list prior projects your firm has worked with sub-contractor.
 - d. How many years with other firms.

- e. Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
- f. Education.
- g. Active registrations (if any).
- h. Proliance experience (if any).

4.2 Provide the location of the office(s) that will be providing the required services.

4.3 Organization Chart: Develop an organization chart as it relates to **this Project** indicating key personnel and their relationship.

5. **Project Approach (20 points):**

5.1 The firm shall provide information regarding its knowledge of working on active construction campuses, local codes and ordinances, local subcontractors and suppliers as an indication of its ability to deliver quality workmanship in an effective and timely manner.

5.2 The firm shall demonstrate verbally and graphically its plan for performing the Project, documenting the services to be provided and showing the interrelationships of all parties, including the county's contractors, departments (IT, FF&E, Transportation, etc.) local authorities, architects, and Program Manager, to name a few. As part of its services, the firm shall indicate knowledge and experience in the evaluation of building systems, construction techniques, and the recommendation of materials to create the optimum value in meeting the design and budget requirements.

5.3 Schedule: The Project Master Schedule has been included in this RFP identifying the start and finish dates for construction. Use the dates shown and develop a Preliminary Schedule that you plan on using to construct this project.

5.4 QA/QC: Describe your experience and technical expertise your firm will employ with regard to safety, cost and quality assurance and quality control.

6. **Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Participation (20 points)**

The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/women, small and disadvantaged business participation in construction professional services and general procurement.

- a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a proposer has not exercised a Good Faith Effort in obtaining the goal established for MBE/WBE participation.
- b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation for minority and women owned businesses through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids quotes or proposals are encouraged to report ownership status via their online vendor registration. A proposer or vendor that is certified by any agency of the federal government or state of Georgia may submit a copy of their certification with their registration

as proof of qualifications the counties MBE/WBE office will review and verify MBE/WBE status.

Goals established for this project are 30% MBE/WBE unless otherwise specified.

- c. A Minority Woman Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/women individuals and whose daily business operations are managed and directed by one or more of the minority/women owners.
- d. Proposers shall list all subcontractors meeting the criteria of being a MBE/WBE business and describing in detail their certifications and qualifications.
- e. Proposers shall show their due diligence on recruiting MBE/WBE businesses as subcontractors including but not limited to outreach, vendor fairs, and written correspondences, as examples, in order to meet the County's goal for this project.

7. Successful Building Experience (15 points)

Please list past experience, including examples of renovations, refurbishments, repairs and new construction projects completed by the firm. Consideration will be given to the successful completion of previous projects comparable in design, scope and complexity. This will include evaluating the firm's performance and quality of work on previous projects.

List the projects which best illustrate the experience of the firm which utilized the current staff which is being assigned to this Project. (List no more than 10 projects and do not list projects which were not completed by your firm or completed more than ten years ago). Include the following for each project:

- a. Name and location of the project.
- b. Project owner's representative name, address, telephone and facsimile number.
- c. Project user's representative name, address and telephone number.
- d. Date project was completed. Provide comparison of original schedule completion to actual completion date.
- e. Size of project (construction gross square feet).
- f. Cost of project (construction cost). Provide comparison of original contract amount with final contract amount
- g. Work for which firm and firm's staff was responsible.
- h. Firm's project manager, superintendent, and other key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFP.

8. Current Workload (10 points)

- 8.1** As part of the evaluation criteria, the Committee will review the firms and their sub-contractor's current workload. If the submitting firm is a joint venture, the Committee will review the current workload of each of the firms comprising the submitting entity.
- 8.2** Firms and their sub-contractor(s) shall provide a list of projects in construction or closeout, client names, percent complete on the project, anticipated completion date, and dollars committed on open project workload. Furthermore, if the submitting firm is a joint venture they shall also include projects for each firm comprising the joint venture.

8.3 Definition of sub-contractor as it relates to this selection process: An individual and/or firm contracted or to be contracted by the submitting entity to provide services related to or part of those which this will be required as part of this selection process.

9. Proposed Fixed Price (20 points) (A+B) Use Owner's "Cost Proposal Form" included in this Request for Proposal.

A. MAPSF – Bid Price

B. MAPSF Annex – Bid Price

9.1 Indicate your proposed Fixed Price for the Services and Work as required by the Proposal Documents and the Owner's Agreement. Provide this Fixed Price on the "Cost Proposal Form" attached to this RFP for **A. MAPSF** and **B. MAPSF Annex**.

- a.** Indicate any breakdown of the proposed Fixed Price required by the attached "Cost Proposal Form."
- b.** Indicate any alternates to the proposed Fixed Price required by the attached "Cost Proposal Form."
- c.** Acknowledge receipt of addendum, if any.
- d.** All blanks shall be filled in and shall be filled in by typewriter or manually and legibly in ink. Where so indicated on the Owner's forms, amounts and sums shall be expressed in both words and numerals, and in case of a discrepancy between the two, the amount of sum written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the Proposal.

9.2 The "Cost Proposal Form" provided by the County provides a space for a final price for the MAPSF and the Annex building at the bottom of page 10.

END OF SECTION

VII

QUALIFICATIONS FOR SELECTION AND THE SELECTION PROCESS

A. QUALIFICATIONS FOR SELECTION OF GENERAL CONTRACTOR

The evaluation of the Proposals will be based upon consideration of the demonstrated qualifications and capabilities of the GC based on the identified evaluation factors and their relative weight, which will result in an award that is in the best interest of Chatham County.

B. SELECTION PROCESS

A Selection Committee will perform Proposal evaluations and, following completion of the evaluations, and interviews if deemed necessary, and subject to the Owner's right to reject any or all Proposals, the responsible and responsive GC whose Proposal is determined to be the most advantageous to the Owner will be selected to perform the GC Services and Work for the MAPSF and Annex construction project. The evaluation factors that will be employed, and their relative importance, are identified in Section V, Section 14, above.

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

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

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This _____ day of _____ 20__.

BY: _____
SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NUMBER

EMAIL

EVALUATION AND AWARD

EVALUATION: Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows.

STEP 1: PROPOSAL SUBMITTAL (*TOTAL POSSIBLE POINTS: 100*).

1.	Letter of interest	-
2.	Table of Contents	-
3.	Compliance	-
4.	Proposed Project Staff	15 Points
	Resumes of key staff assigned to Project	10
	Location of Office	2
	Organizational Chart as it relates to Project	3
5.	Project Approach	20 Points
	Knowledge of working on active campuses/codes/ordinances	5
	Approach	5
	Schedule	5
	QA/QC	5
6.	MBE/WBE Participation	20 points
7.	Successful Building Experience	10 Points
8.	Current Workload	10 Points
9.	Proposed Fixed Price (A+B)	25 Points
	A. MAPSF	
	B. MAPSF Annex	
		100 Points

STEP 2: INTERVIEWS/PRESENTATIONS- IF REQUIRED (*TOTAL POSSIBLE POINTS: 30*)